



Franklin County

A Natural Setting for Opportunity

AGENDA

FRANKLIN COUNTY BOARD OF SUPERVISORS

TUESDAY, SEPTEMBER 20, 2016

- 1:30 P.M. Call To Order, Chairman Cline Brubaker
- 1:31 Invocation, Supervisor Charles Wagner
- 1:32 Pledge of Allegiance, Supervisor Bob Camicia
- 1:33 Recognition of Eagle Scouts
- ✚ Michael Joslyn, III
 - ✚ Nicholas McDaniels
 - ✚ Dylan Mitchell
 - ✚ Gavin Walling
- 1:38 Introduction of Chris Brown, Unit Coordinator, VPI Extension Office
- 1:40 Public Comment
- Ronnie Altizer - Tax Relief for the Elderly & Disabled
 - John Atkinson - Sheriff's/Police Department
 - Carolyn Reilly - Blue Ridge Environmental/Moratorium on Compressor Stations in Franklin County
 - Tommy McDeavitt - Property Rights
- 1:51 CONSENT AGENDA (*REQUIRES ACTION*)
- REF: 1. Approval of Accounts Payable Listing, Appropriations, and Minutes for August 16, 2016
2. Animal Control Vehicle Replacement (*See Attachment #1*)
3. Authorization to Advertise for RFP's for New Business Park Phase I Design Development (*See Attachment #7*)
4. New Business Park - Agriculture Event Center & Recreation Area Planning (*See Attachment #9*)
5. Jamison Mill Park Lease (*See Attachment #12*)
6. Health Department Carryover Request (*See Attachment #4*)
7. Dive Team Truck Surplus Request (*See Attachment #5*)
8. Outreach Detention Services & Electronic Monitoring Services (*See Attachment #6*)
9. Resolution/Law Enforcement Day (*See Attachment #11*)
- 1:55 Vincent Copenhaver, Director of Finance
- REF: 1. Monthly Finance Report

- 2:00 Steve Thomas, Director of Information Technology
REF: 1. Telecommunications Infrastructure **(See Attachment #14)**
- 2:20 Matt Hankins, Assistant Town Manager, Rocky Mount
REF: 1. First Responders Memorial **(See Attachment #10)**
- 2:30 Brent Robertson, County Administrator
REF: 1. Career-Technical Center Tour/*Tuesday, October 18, 2016 @ Noon*
2. Other Matters

2:35 Other Matters by Supervisors

2:40 **WORKSESSION**

- ❖ **STREAM CREDITS/SMITH FARM PLANNING** **(See Attachment #8)**
- ❖ **CIP**

4:00 Request for Closed Meeting in Accordance with 2.2-3711, a-3, Acquisition of Land, a-5, Discussion of Prospective New Business or Industry, or Expansion or Retention of Existing One, a-7 Legal Matters, a-29 Contracts, of the Code of Virginia, as Amended.

Certification of Closed Meeting in Accordance with 2.2-3712 (d), of the Code of Virginia, as Amended.

APPOINTMENTS: **(See Attachment #2)**

- 5:15 Recess for Dinner
- 6:00 Call To Order, Chairman Brubaker
- 6:01 Recess for Previously Advertised Public Hearing as Follows:

PETITION for SPECIAL USE PERMIT - Petition of Appalachian Power Company, Petitioners/ Franklin Real Estate Company, Owners, requesting a Special Use Permit for an approximate 4 acre portion of 38.136 total acres, currently zoned A-1, Agricultural District, to allow the construction and operation of a new Redwood 138kV public substation to replace the Glade Hill Substation, in the Union Hall District of Franklin County, and further identified as Franklin County Tax Map/Parcel # 0530012101. The Future Land Use Map of the Comprehensive Plan of Franklin County identifies this area as designated as Agriculture Forestry/Rural Residential. (Case # SPEC-6-16-15384) **(See Attachment #3)**

- 6:15 Smart Scale Application **(See Attachment #13)**
- 6:30 Western Virginia Regional Industrial Facility Authority Agreement Amendments **(See Attachment #15)**

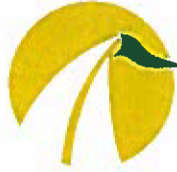
Request for Closed Meeting in Accordance with 2.2-3711, a-1, Personnel of the Code of Virginia, as Amended.

Adjournment Thereafter

RISE & SHINE GUESTS FOR SEPTEMBER ARE CHARLES & BRENT


FRANKLIN COUNTY
Board of Supervisors

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Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Animal Control vehicle replacement	<u>AGENDA DATE:</u>	<u>ITEM NUMBER:</u>
<u>SUBJECT/PROPOSAL/REQUEST</u> Animal control vehicle/replacement/authorize purchase from state contract	<u>ACTION:</u> Yes	<u>INFORMATION:</u>
<u>STRATEGIC PLAN FOCUS AREA:</u> <u>Action Strategy:</u> Provide services to citizens	<u>CONSENT AGENDA:</u> Yes <u>ACTION:</u>	<u>INFORMATION:</u>
<u>STAFF CONTACT(S):</u> Messrs. Robertson, Hatcher	<u>ATTACHMENTS:</u>	
	<u>REVIEWED BY:</u> 	

BACKGROUND:

A vehicles assigned to the Animal Control Division has high mileage and is in need of replacement due to normal wear and tear. The vehicle is a 2009 Chevrolet 4 wheel drive pickup that is used by animal control officers to respond to complaints on a daily basis. In previous years the county has followed fleet management guidelines to replace vehicles used for front line service after they have reached 125,000 miles.

DISCUSSION:

On average each officer travels approximately 2000 miles per month responding to complaints received from the public. There are 2 animal control officers that respond to approximately 1400 calls per year. The vehicles assigned to the officers are used on a daily basis and must be reliable to provide these services to the public. The vehicle being requested will be a similarly equipped pickup truck that has been proven to work well for animal control operations. The vehicle features will include ½ ton capacity, extended cab, 4 wheel drive and a towing package as they are necessary features in daily animal control operations. Four-wheel drive is needed to reduce any property damage claims when setting and removing traps and for operation in off road and sometimes remote areas. The extended cab is necessary as there is no protected or secure storage for the additional gear, firearms, and equipment needed for conducting daily animal control operations. The towing package is needed to tow public safety trailers.

Staff has researched available vehicles on state contract available from Colonial Ford and Truck Sales. The vehicle being requested is a 2016 Ford, F150, 4-wheel drive, extended cab pickup at a cost of \$29,726.85. There are budgeted funds available in the 16 – 17 CIP budget to cover the purchase cost in line item 30230170-57005. The vehicle being replaced, which is a 2009 Chevrolet 4-wheel drive pickup, will be made available to General Properties for surplus.

RECOMMENDATION:

Staff respectfully recommends that the Board of Supervisors approve the purchase of the replacement vehicle from Colonial Ford and Truck Sales from the state vehicle procurement contract.

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THE FOLLOWING TERMS ARE UP FOR APPT/RE-APPOINTMENT
(NOTIFICATION IS GIVEN ACCORDING TO THE BOARD'S POLICY/60 DAYS PRIOR TO EXPIRATION)

COMMITTEE	NAME	ADDRESS	AREA	YEAR	TERM EXPIRES
AGING SERVICES BOARD See Attachment A.	VACANCY		Blue Ridge	4 - Year	7/1/2016
	VACANCY		Snow Creek	4 - Year	7/1/2017
DAN RIVER VASAP See Attachment B	VACANCY		Open District	3 - Year	6/30/2016
IDA See Attachment C	VACANCY		Blackwater	Unexpired	11/18/2018
	Allen R. Jones	777 McNeal Mill Road Rocky Mount, VA 24151 Post Office Box 88 Ferrum, Virginia 24088	Snow Creek	4 - Year	11/17/2020
	Leo Scott		Blue Ridge	4 - Year	11/18/2020
LIBRARY See Attachment D	VACANCY		Blackwater	4 - Year	6/30/2018
RECREATION COMMISSION See Attachment E	Jessica Gawor	245 Farmington Road Hardy, VA 24101	At Large Member	3 - Year	6/30/2015
WEST PIEDMONT PLANNING COMMISSION BOARD See Attachment F	VACANCY		BOS Rep	1-Year	12/31/2015
STEP See Attachment G.	Angela Phillips	ED, Family Resources	Open	Open	No Term
	Greg Winge	CSA Manager	Elected Official or Designee	Open	No Term

**AGING SERVICES BOARD
4 YEAR TERMS
JULY 20, 2016**

A

The Advisory Committee is appointed by the Board of Supervisors to serve two and four year terms and can be reappointed for up to four year terms.

The main function of this Committee is to advise Department of Aging staff on services and activities relative to developing the yearly plan for services for the elderly (within the guidelines of The Older Americans Act), act as liaison between the Director and the Board of Supervisors, act as liaison between the Department of Aging and the community at large, act as advocate for the Department of Aging Services, provide program evaluation, act as advocate for elderly persons and programs.

Dr. Susan Beatty
842 Park Place
Moneta, Virginia 24121

July 1, 2020
GILLS CREEK DISTRICT

Mr. Benny Russell
70 East Court Street
Rocky Mount, Virginia 24151

July 1, 2017
BOONE DISTRICT

Mr. Arthur "Art" Donaldson
66 Sunburst Court
Union Hall, VA 24176

July 1, 2016
UNION HALL DISTRICT

Mrs. Pauline A. Nickelston
193 Storey Creek Lane
Rocky Mount, Virginia 24151

July 1, 2016
BLUE RIDGE DISTRICT

Ms. Leigh Prom
226 Magnolia Lane
Callaway, Virginia 24067

July 1, 2020
BLACKWATER DISTRICT

Johnny Greer (**RESIGNED**)
1256 Beulah Road
Rocky Mount, Virginia 24151

July 1, 2017
SNOW CREEK DISTRICT

Johnny L. Smith
15 Holly Knoll Drive
Rocky Mount, Virginia 24151

July 1, 2017
ROCKY MOUNT DISTRICT

Maggie Gray
129 Leeward Drive
Moneta, VA 24121

July 1, 2017
AT-LARGE

ARTICLE VII - POWERS OF THE POLICY BOARD

This Board shall have the following powers:

- a. To oversee and be responsible for the operation of the Program.
- b. To monitor the development of and approve all programs necessary for the successful and efficient operation of Dan River ASAP.
- c. To appoint, supervise and, if necessary, terminate the Executive Director, fix compensation and prescribe powers and responsibilities in keeping with the Commission on VASAP Policy and Procedure Manual.
- d. To establish staffing needs and authorize expenditure of funds as compensation therefore.
- e. To establish policy in connection with the expenditure of all funds available through the appropriation and collections of the Program.
- f. To monitor the development of and approve an annual budget to assure fiscal responsibility in the expenditure of funds collected by the Program. To approve line item transfers within the annual budget pursuant to requests of the Executive Director and to meet the needs of the Program.
- g. To direct the Executive Director to secure an annual state or independent audit of all financial records of the Program.
- h. To contract with and monitor any person, corporation, agency, or entity, public or private, meeting the qualifications of the Commission on VASAP Policy and Procedure Manual and the Code of Virginia for the furnishing of educational, analytic or alcohol/drug treatment, or other program services.

A Policy Board member of Dan River ASAP meets quarterly - March, June, September and December. The meetings are currently held at "The Dutch Inn" in Collinsville at 6:00pm dinner, and 6:30pm for the meeting. Dan River ASAP pays for the dinner

Brandt Gawor
245 Farmington Road
Hardy, VA 24101
540-263-0107

(Term Expires 6-30-2016)

Mr. Tom Webster, Chairman
Post Office Box 81
Boones Mill, VA 24065
(800) 347-0911 (W)
(540) 334-5469 (H) tomwebster@jefferds.com

(Term Expires 6-30-2018)

Tammy Goad
Executive Director
Dan River ASAP
135 East Market Street
Martinsville, VA 24112
276 632-6303 (T)
276 632-6304 (F)

danrascp@centruiylink.net

C

**FRANKLIN COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
AS OF 12-15-2015
4-YEAR TERMS**

Industrial Development Authorities are created under the authority of State Code section 15.2-4903. Industrial Development Authorities are considered political subdivisions of the Commonwealth of Virginia with such public and corporate powers as are set forth in the above referenced chapter.

The Franklin County IDA is composed of seven directors – one director from each magisterial district. The County Administrator, County Attorney and Director of Finance serve as ex-officio, non-voting members of the Authority. Meetings are held as needed. The directors shall elect from their membership a chairman, and a vice-chairman. If desired, a secretary and treasurer may be elected from the membership or may be appointed from outside the current membership. The board shall keep detailed minutes of its proceedings which shall be open to public inspection at all times.

The basic purpose of the Franklin County IDA is to encourage industrial and economic growth in Franklin County and the Town of Rocky Mount. This is accomplished by working with prospective and existing industry to encourage their relocation and expansion in Franklin County and the Town of Rocky Mount. Other purposes include:

- Diversifying the industrial base of the community.
- Improving the job opportunities of local residents.
- Increasing the job opportunities for local young people.
- Increasing the local tax base.

Richard A. Shoemaker
25 Old Furnace Creek Road
Rocky Mount, VA 24151
489-1304

Oath of Office administered 10/24/2010
Rocky Mount District 11-18-2017

Leo H. Scott
Post Office Box 88
Ferrum, VA 24088
365-2697

Oath of Office administered 11/07/2008
Blue Ridge District 11-18-2016

Allen Jones
777 McNeil Mill Road
Rocky Mount, VA 24151
483-5547

Oath of Office administered 11/3/2008
Snow Creek District 11-18-2016

Jesse N. Jones, Jr.
570 Mirey Branch Road
Boones Mill, VA 24065
334-2047 (H)
772-5858 (W)

Oath of Office administered 11/14/10
Blackwater District 11-18-2018

George McCall
1829 Deepwoods Road
Hardy, Virginia 24101
427-2233 (H)
(540) 890-4273 (H)

Oath of Office administered 12/14/11
Boone District 11-18-2019

Dennis C. Powell
2695 Golden View
Glade Hill, VA 24092
483-2901

Oath of Office administered 9/28/2010
Union Hall District 11-18-2018

Peter Coriasco
180 Windmere Trail
Moneta, VA 24184
540- 719-0762

Oath of Office administered 11/29/2011
Gills Creek District 11-18-2019

B.J. Jefferson
5 East Court Street
Rocky Mount, VA 24151
483-7475

Attorney

Vincent Copenhaver
1255 Franklin Street, Suite 111
Rocky Mount, VA 24151
483-6624

Finance Director

LIBRARY BOARD MEMBERS
AS OF 10-20-2015
4 YEAR TERMS

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The Library Board is comprised of one member from each magisterial district. The appointment is for a four year term, and the member may be re-appointed for an additional term. The Library Board normally meets on the Thursday before the second Monday of each month at 7:00 PM in the Library.

GENERAL DUTIES OF THE LIBRARY BOARD

- A. To hire a capable, trained librarian subject to approval by the governing body.
- B. To determine Library policies.
- C. To approve expenditures of Library funds.
- D. To receive gifts to the Library.
- E. To work actively for the improvement of all libraries by supporting library legislation in the state and nation.
- F. To become familiar with the State and Federal aid program and with state and national library standards.
- G. To attend Board meetings regularly.
- H. To become familiar with what constitutes good library service by reading, attending library meetings and visiting other libraries.
- I. To support the Library's service program in daily contacts with the public at large.

John R. Leary, III (Unexpired Term Kim Roe)

P. O. Box 123

Hardy, VA 24101

540-798-8025 (home)

john.leary@earthlink.net

BOONE DISTRICT

6/2017

Mrs. Bethany Worley

2821 Beech Mountain Road

Ferrum, Virginia 24088

BLUE RIDGE DISTRICT

6/2019

Doug Pafford

038 Island Pointe Lane

Moneta, Virginia 24121

GILLS CREEK DISTRICT

6/2019

Nora Bowman/**RESIGNED** (Filling Unexpired Term of Ruth Cook)

266 Sunflower Lane

Callaway, Virginia 24067

BLACKWATER DISTRICT

6/2018

Sandy Dillon

185 Sycamore Street

Rocky Mount, Virginia 24151

ROCKY MOUNT DISTRICT

6/2017

William Mitchell

6061 Sontag Road

Rocky Mount, VA 24151

483-7000

SNOW CREEK DISTRICT

6/2017

Rebecca Mushko/**RESIGNED**

8 Listening Hill Road

Penhook, VA 24137

576-3339

UNION HALL DISTRICT

6/2017

RECREATION COMMISSION MEMBERS
AS OF 08-18-2015
3-YEAR TERMS

Recreation Advisory Commission Members (RAC)

The objective of the RAC shall be to function as an advisory body to the Franklin County Department of Parks and Recreation and the Franklin County Board of Supervisors. Granted in February of 1994, the Franklin County Board of Supervisors passed legislation to allow the operational structure of the Parks and Recreation Department to be jointly administered in the following capacity:

- By recommending the establishment of relevant policies for the development and enhancement of recreational programs and park facilities
- By assisting the Department and the Board in improving relationships between the community and the Department through civic, business, and other community representatives within their respective districts
- By providing an additional resource for evaluating existing and proposed Departmental programs and facilities
- By assisting the Director in development of strategic plans for implementation of long-term goals and objectives to meet anticipated community needs
- By providing the Director with general advice on the operation and implementation of both programming and recreational facilities

Each member of the RAC shall be appointed by the Board and shall be elected in the following manner: one (1) member shall be appointed from each electoral district provided that one (1) member shall be appointed at large, irrespective of his/her residence within any particular electoral district. The Board may modify the requirement for appointment by electoral district for original appointments to the RAC. The RAC meets once a month (the Thursday after the month's first Tuesday).

George P. Martin, II (Unexpired Term of F. Witcher)

3768 Snow Creek Road

Martinsville, Virginia 24112

SNOW CREEK DISTRICT

6/30/2018

Reba Dillon

6051 Burnt Chimney Road

Wirtz, Virginia 24184

GILLS CREEK DISTRICT

6/30/2017

Mr. Al Flora (Unexpired term of Jonathan Crutchfield)

695 Dugwell Road

Boones Mill, VA 24065

BLACKWATER DISTRICT

6/30/2016

Brenda Perdue

1092 Big Oak Lane

Wirtz, Virginia 24154

719-0799

UNION HALL DISTRICT

6/30/2018

Frank Chrzanowski (Unexpired Term of Rick Arrington) 12-17-2013

2544 Poteet Road

Hardy, Virginia 24101

721-2868

BOONE DISTRICT

6/30/2018

Kay Saleeby (Unexpired term of Doug Deatty)

85 Forest Hill Road

Rocky Mount Virginia 24151

483-1678

ROCKY MOUNT DISTRICT

6/30/2017

William Maxwell (Unexpired Term of Gary Holden)

3629 Dry Hill Road

Ferrum, VA 24088

BLUE RIDGE DISTRICT

6/30/2017

Jessica Gawor

245 Farmington Road

Hardy, Virginia 24101

(Unexpired term of Kay Saleeby)

AT LARGE MEMBER

6/30/2016

WEST PIEDMONT PLANNING DISTRICT BOARD

David Hoback, Executive Director

Post Office Box 5268

Martinsville, VA 24115

1-YEAR TERM (2-BOS MEMBERS)

CITIZEN APPOINTMENT (3-YEAR TERM)

AS OF 11-17-2015

4th THURSDAY 7:00 Executive Board Meeting

7:30 Board Meeting-

tmeade@wppdc.org

In 1968, Virginia was divided into 21 planning districts. A planning district commission is a political subdivision of the Commonwealth chartered under the Regional Cooperation Act by the local governments of each planning district. As such they are a creation of local government encouraged by the state.

The West Piedmont Planning District Commission is made up of the Cities of Danville and Martinsville; the Counties of Franklin, Henry, Patrick, and Pittsylvania, and the Town of Rocky Mount. The Commission has two elected representatives and one appointed representative. Elected representatives serve terms coincident with their elected terms of office or such shorter term as their governing bodies shall determine. Citizen, or appointed, representatives serve a three-year term. Both elected and appointed representatives have a vote on Commission matters. The Commission meets on the fourth Thursday of each month at its office at 1100 Madison Street in Martinsville. An agenda or cancellation notice is sent one week prior to the meeting date.

The purpose of Planning District Commissions, as set out in the Code of Virginia, Section 15.2-4207, is "...to encourage and facilitate local government cooperation and state-local cooperation in addressing on a regional basis problems of greater than local significance. The cooperation resulting from this chapter is intended to facilitate the recognition and analysis of regional opportunities and take account of regional influences in planning and implementing public policies and services. The planning district commission shall also promote the orderly and efficient development of the physical, social and economic elements of the district by planning and encouraging and assisting localities to plan for the future."

Virginia's PDCs provide a variety of technical and program services to member local governments. They include grant application assistance, management services for program implementation, land use planning services and mapping. The merging of mapping and information services has created the field of geographic information systems, where PDC's often lead the way. Transportation planning is another role for PDCs, who may deal with highway development, ridesharing, airport planning, and specialized transit. The West Piedmont Planning District Commission has also been designated as an Economic Development District by the U.S. Department of Commerce, making its member localities eligible to receive federal grant funds from that agency.

For the Commonwealth PDCs serve as an accessible network that gives quick and complete statewide coverage. Each serves as the Affiliate State Data Center for the region. In this role they provide important information to businesses as well as citizens. PDCs are the regional contact for the Commonwealth Intergovernmental Review Process and provide input for a host of agencies and commissions.

Other duties of the PDCs are

- To conduct studies on issues and problems of regional significance
- To identify and study potential opportunities for local cost savings and staffing efficiencies through coordinated local government efforts
- To identify mechanisms for the coordination of state and local interests on a regional basis
- To implement services upon request of member localities
- To provide technical assistance to state government and member localities
- To serve as a liaison between localities and state agencies as requested
- To review local government aid applications as required by applicable law through the A-95 or Intergovernmental Review Process
- To conduct strategic planning for the regional as required by applicable law
- To develop regional functional area plans as deemed necessary by the commission or as requested by member localities
- To assist state agencies, as requested, in the development of substate plans
- To participate in a statewide geographic information system, the Virginia Geographic Information Network, as directed by the Department of Planning and Budget
- To collect and maintain demographic, economic and other data acting as a state data center affiliate in cooperation with the Virginia Employment Commission

Mr. Bobby Thompson
364 Sawmill Road
Ferrum, VA 24088
493-0364

12-31-2015

Mr. Leland Mitchell
4180 Sontag Road
Rocky Mount Virginia 24151
493-0059

12-31-2016

Brian C. Hamilton
100 Fralins Road
Rocky Mount Virginia 24151

12-31-2016

WEST PIEDMONT PLANNING DISTRICT COMMISSION BYLAWS

ARTICLE I

Name Location Authority Purpose

- Section 1. The name of this organization shall be the West Piedmont Planning District Commission hereinafter called the "COMMISSION," and designated as District No. 12. It includes the Counties of Franklin, Henry, Patrick, and Pittsylvania and the Cities of Danville and Martinsville and the Town of Rocky Mount, Virginia.
- Section 2. The principal office of the COMMISSION shall be in Martinsville, Virginia. The location of the principal office may be changed in accordance with the provisions of the Charter of the COMMISSION.
- Section 3. The COMMISSION shall be a public body corporate and politic with all the powers and duties granted to it by the Regional Cooperation Act (Title 15.1, Chapter 34, Sections 1-1400 through 15.1-1416.1, Code of Virginia, 1950, as amended). The official acts of the COMMISSION shall be attested by the use of a common seal, an impression of which shall be affixed hereunder.
- Section 4. The purpose of the COMMISSION shall be to promote the orderly and efficient development of the physical, social, and economic elements of the Planning District by planning and encouraging and assisting governmental subdivisions to plan for the future, with emphasis on projects of greater than local interest.
- Section 5. The COMMISSION is composed of the following:
- A. The Board of Commissioners
 - B. An Executive Committee
 - C. Policy Advisory Committees and their sub-committees
 - D. The West Piedmont Regional Alliance
 - E. The Commission Staff

ARTICLE II

Membership

- Section 1. COMMISSION members shall be appointed, removed for cause, and vacancies filled by the respective governing bodies of those political subdivisions which are parties to the Charter Agreement, in accordance with the provisions of the Virginia Regional Cooperation Act and the Charter Agreement.

- Section 2. Any member of the COMMISSION shall be eligible for reappointment but may be removed for cause by the governing body which appointed him
- Section 3. All members of the COMMISSION shall serve without compensation or refund of personal expenses except as otherwise authorized by the Executive Committee
- Section 4. Whenever any COMMISSION member fails to attend three consecutive regular meetings, the Chairman shall notify the governing body of which the absent member is an appointee
- Section 5. The COMMISSION may designate advisors who shall include the senior administrative official in each jurisdiction and such others as may be designated by the COMMISSION

ARTICLE III

Terms of Office and Voting Rights

- Section 1. The terms of office and voting rights of COMMISSION members shall be in accordance with the provisions of the Charter Agreement.
- Section 2. A majority of the members shall constitute a quorum

ARTICLE IV

Meetings

- Section 1. Meetings of the COMMISSION shall be held normally on the fourth Thursday of each month. The regular meeting place shall be the Commission Offices in Martinsville or as determined by a majority of the COMMISSION in regular session. The locale of the meetings shall be rotated, at approximately quarterly intervals, among the member jurisdictions, at the invitation of the jurisdictions.
- Section 2. Matters may be placed on the agenda for consideration at meetings of the COMMISSION by one of the following:
- A. The Executive Director
 - B. A member of the Board of Commissioners
 - C. The governing body of a member jurisdiction

ARTICLE V

Officers

- Section. In addition to the offices of Chairman and Vice-Chairman, as provided for in the Charter or Agreement, the COMMISSION may elect other officers such as a Secretary and a Treasurer.

- Section 2 The Chairman shall preside at all COMMISSION meetings, shall sign all acts or orders necessary to carry out the will of the COMMISSION, shall have the authority to assign routine administrative functions to the Executive Director, shall be eligible to vote on all matters before the COMMISSION and shall have the generally recognized powers and duties of the office of Chairman or President of an organization. He shall also be authorized to countersign checks or drafts against COMMISSION funds.
- Section 3 The Vice-Chairman shall serve as Chairman in the absence or disability of the Chairman. In the case of a vacancy in the office of Chairman, the Vice-Chairman shall assume the Chairman's duties until a new Chairman is elected to fill the unexpired term. He shall also be authorized to countersign checks or drafts against COMMISSION funds.
- Section 4 The immediate past Chairman shall serve as Chairman Emeritus from the date his successor qualifies as Chairman until the next succeeding election and succession of a Chairman. The Chairman Emeritus shall be an advisor to the COMMISSION, with the right to participate in its deliberations, but without vote. Should a Chairman Emeritus continue to serve as a member of the COMMISSION in his own right, his equal powers and status shall be neither enlarged nor diminished by his status as Chairman Emeritus.
- Section 5 All COMMISSION officers shall be elected at the regular May or June meeting for terms of one year or until their successors are elected.
- Section 6. COMMISSION officers shall be eligible for re-election.
- Section 7 The COMMISSION shall appoint an Executive Director who shall be an employee of the COMMISSION and shall serve at the pleasure of a majority of the membership.
- Section 8. The COMMISSION may designate its Executive Director as the organization's secretary but without the right to vote.
- Section 9 The Secretary shall prepare and maintain a permanent written record of all COMMISSION proceedings, shall transmit notices and agendas to the membership, and shall transmit a copy of the minutes of each COMMISSION meeting to each member prior to the next regular meeting.
- Section 10 The Treasurer shall be responsible for supervision of the receipt, keeping, and disbursement of all funds and property of the COMMISSION, investing funds when and as authorized by the COMMISSION, and insuring that proper permanent records are maintained of all financial transactions; he may delegate to the Executive Director the routine conduct of his fiscal duties. He will sign all warrants and checks issued against the COMMISSION, except those authorized for signature by the Executive Director and/or Chairman and will submit a financial report at each regular meeting of the COMMISSION and at such other times and in such form as the COMMISSION may require. The Treasurer shall be bonded in an amount as determined by the COMMISSION.

Section 11 In addition to his regular administrative duties the Executive Director shall:

- A Recommend work programs and financing methods for adoption of the COMMISSION
- B Prepare the annual budget for adoption by the COMMISSION
- C Arrange for an annual audit of the accounts of the COMMISSION by an independent auditing firm, a copy of which shall be submitted to the governing body of each participating governmental subdivision.
- D Recommend staff positions, professional personnel and their compensation, and personnel administrative practices for approval
- E See that all warrants and checks issued against the COMMISSION are countersigned, subject to the provisions contained elsewhere within these Bylaws

Section 12 The Executive Director shall be bonded in an amount to be determined by the COMMISSION

Section 13 The COMMISSION may appoint one of its employees to serve as Deputy Director, to serve as such at the pleasure of a majority of the COMMISSION, and such service shall be a responsibility in addition to his other duties. The Deputy Director shall assist the Executive Director in review of plans and advise him on policy and budget matters. He shall act, within the context of established policies, in the place of the Executive Director in his absence, except in the hiring and discharge of employees and signing of checks or warrants

Article VI

Executive Committee

Section 1. There shall be an Executive Committee consisting of the COMMISSION Chairman, Vice-Chairman, and one COMMISSION member from each city, town, and county delegation on the COMMISSION other than those of the Chairman and Vice-Chairman. The Executive Committee member from each city, town, and county shall be selected by the individual city, town, or county delegation on the COMMISSION except that those delegations from which the COMMISSION Chairman and Vice-Chairman were elected will not select other members.

Section 2 The COMMISSION may delegate to the Executive Committee such powers as the COMMISSION may determine, provided that these powers are not inconsistent with provisions of the Virginia Regional Cooperation Act or the Charter Agreement.

Section 3. A majority of the members shall constitute a quorum.

ARTICLE VII
Policy Advisory Committees

Section 1. As deemed appropriate the COMMISSION shall designate Policy Advisory Committees which shall be composed of the following

- A. Chairman: Each Policy Advisory Committee shall be chaired by a member of the Commission, appointed by and serving at the pleasure of the COMMISSION.
- B. Jurisdiction Members: The governing bodies of each member jurisdiction shall designate one representative to each of the Policy Advisory Committees.
- C. At-large Members: Each Policy Advisory Committee shall have two members to serve a voice for the under-represented groups of the elderly, youth, poor, blacks, and women, these members to have full voting rights. At-large members shall be nominated by the local governing bodies and appointed by the COMMISSION.

Section 2. All matters, prior to Board action, shall be referred to the appropriate Policy Advisory Committee by the Executive Director. Each such committee shall be responsible for preparing recommendations to the COMMISSION on such matters. A Policy Advisory Committee may seek the advice of a sub-committee on a particular issue before acting thereon.

Section 3. Each Policy Advisory Committee may organize such sub-committee as it deems proper and necessary, the Chairman of the Policy Advisory Committee to report such acts to the COMMISSION at a regular meeting thereof. Unless the Policy Advisory Committee votes otherwise, each such sub-committee shall be chaired by a member of the parent Policy Advisory Committee.

Section 4. The regular term of office for each Policy Advisory Committee member shall be three (3) years. The term of office of members of a sub-committee shall be three years or such shorter period as is specified when the sub-committee is authorized. Members may be reappointed to serve another term or may be removed from office at any time, at the discretion of their governing bodies.

Section 5. To insure stability of membership and retention of experienced members on Policy Advisory Committees, initial terms of members shall be established as follows, in alphabetical order of the jurisdictions, effective 1 July 1973:

Danville City.....	1 year, expiring 30 June 1974
Franklin County.....	1 year, expiring 30 June 1974
Henry County.....	2 years, expiring 30 June 1975
Martinsville City.....	2 years, expiring 30 June 1975
Patrick County.....	3 years, expiring 30 June 1976
Pittsylvania County.....	3 years, expiring 30 June 1976
Rocky Mount.....	3 years, expiring 30 June 1976
At-large Members.....	3 years, expiring 30 June 1976

Subsequent to these initial terms of office all future appointments will be for a three (3) year term.

- Section 6. When a committee member has two consecutive unexcused absences from committee meetings the jurisdiction which he represents will be notified of such absences.

ARTICLE VIII

West Piedmont Regional Alliance

- Section 1. In order to comply with and take advantage of Chapter 26.3, the Regional Competitiveness Act Section 15.1-1227.1 through Section 15.1-1227.5, of the Code of Virginia, the West Piedmont Planning District Commission shall create the West Piedmont Regional Alliance operating as a special standing committee under the auspices and responsibility of the Commission, this Alliance's legal existence depending on the existence of Section 15.1-1227.2, of the Code of Virginia.

- A. Purpose of the West Piedmont Regional Alliance: The West Piedmont Regional Alliance shall provide the required institutional management body for the implementation of the Commonwealth of Virginia's Regional Competitiveness Act Program in the West Piedmont Region to promote increased intergovernmental cooperation and, through the cooperation created and the associated strategically planned projects, produce a region which is more economically competitive with competing localities outside the Commonwealth of Virginia.
- B. Authorities of the Alliance: The Alliance shall have no additional authority beyond that which is necessary for carrying out the purposes of the Regional Competitiveness Act or which is prescribed within the Act.

The existence and operations of the Alliance shall cease with the repeal of the Regional Competitiveness Act or by an action by the West Piedmont Planning District Board of Commissioners to repeal Article VIII of the Planning District Commission's Bylaws.

- C. Area of Coverage by the Alliance: All cities, counties, and towns with a population of 3,500 or greater within the Planning District will be invited to participate in the Alliance.
- D. Distribution of Regional Competitiveness Act Program Funds: Funds that may be received in the Planning District through awards of Regional Competitiveness Act funding from the Virginia Department of Housing and Community Development or its successor shall be distributed on the basis as determined by resolution by all participating local governments, with the amounts of the awards determined by the Commonwealth of Virginia.

For its efforts in serving as the administrative agent for the West Piedmont Regional Alliance and as necessary as the fiscal agent, it is understood that the West Piedmont Planning District Commission shall invoice the

localities receiving Regional Competitiveness Act funds in an amount up to but not exceeding ten (10) percent of the funds distributed.

E Alliance Membership Membership of the Alliance shall reflect the requirements of the Code of Virginia, changing upon amendments made to the Code of Virginia. At its inception, members to be included in the Alliance shall be

- Chief elected officials one each from the local government members of the Planning District, who may also be a Board of Commissioners member. The Planning District Commission shall invite officials (or their designees who must also be elected officials) to serve the Alliance.
- Local government administrators (or designees) one from each of the Commission's member localities. The Planning District Commission shall invite administrators/designees to serve the Alliance.
- Corporate officials eight (8) members appointed by the Commission. Nominees must be chief executive officers and/or presidents of a business corporation or their designees.
- Presidents of Community Colleges (or their designees) within participating localities of the Planning District.
- Presidents of Four-Year Private Colleges (or their designees) within participating localities of the Planning District.
- Public School Systems Superintendents (or their designees) two (2) superintendents (or their designees) from among the school systems of the member jurisdictions.
- Development Organization Representatives two (2) members appointed by the Commission selected on a rotating basis from among the local economic development organizations or corporations within the Planning District.
- Civic Organization Representatives two (2) members appointed by the Commission selected from a list of nominees submitted by Chamber of Commerce Directors whose lists of nominations may include the Chamber Director, Chamber President, or a Director or President from other civic organizations and community action agencies within the Planning District.
- West Piedmont Planning District Commission representatives two (2) members the Chairman and Vice Chairman, or their designees in the event that they are members under another category. PDC representatives shall be appointed by the Commission Chairman.

F Terms of Office

- Chief elected officials members (or their designees) shall serve for the term as determined by their localities.
- Local Government Administrators (or their designees) shall serve a term as determined by their localities.
- Corporate members shall serve three (3) year terms.
- Community College Presidents shall serve for their term of office with the Virginia Community College System. A designee of a Community College President shall serve such term as determined by the President.
- Presidents of the Four-Year Private Colleges shall serve for their term of office with the college. A designee of a President of a Four-year Private College shall serve such term as determined by the President.
- Public School Systems Superintendents (or their designees) shall serve for two (2) year terms.
- Development Organization Representatives shall serve two (2) year terms.
- Civic Organization representatives shall serve for two (2) year terms after which time the organizations making their original appointment shall be asked to renominate the member or nominate a new member, the Planning District Commission Board shall make the appointment(s) from the list of nominees.
- West Piedmont representatives shall serve for their term of office on the Commission, or for no more than two (2) years in the case of designees.

- G Officers of the West Piedmont Regional Alliance The Chairman and Vice-Chairman of the West Piedmont Planning District shall serve as Chairman and Vice-Chairman of the Alliance.
- The Executive Director of the West Piedmont Planning District Commission shall serve as Executive Director of the West Piedmont Regional Alliance. He may assign duties to a designee including the Deputy Director of the West Piedmont Planning District Commission.
- H Quorum/Voting for Meetings A quorum shall consist of one-third the Alliance membership in attendance at a called meeting. If a quorum is present when a vote is taken, the official vote of a majority of the members present is the act of the Alliance.
- Executive Committee The Alliance may create an Executive Committee with no more than fourteen (14) members including the Chairman, Vice-Chairman chosen at a meeting of the full Alliance membership. The Alliance may delegate to the Executive Committee such responsibilities as the Alliance may determine, provided that these powers are not inconsistent with the provisions of the Virginia Regional Competitiveness Act.
- J Committees The Alliance Board may create one or more other committees and appoint members of the Board to serve on them. Each committee shall have two (2) or more members who serve at the pleasure of the Alliance Board. The creation of a committee and appointment of members to it shall be approved by a majority of directors in office when the action is taken. Each such committee shall be responsible for preparing recommendations to the Alliance on such matters as assigned.
- K Termination No provision is made for terminating participation by a member other than through term expiration; however, the Chairman of the Alliance may direct that a letter be sent to the original nominating party, advising of poor attendance, in effect, missing four (4) meetings in one (1) year.
- L Bylaws for the Alliance The Alliance shall operate under Article VIII of the West Piedmont Planning District Commission Bylaws as a standing committee of the Planning District. Once operative, the Alliance is permitted to adopt operating procedures in addition to but not in substitution for these bylaws herewith, insofar as these additional operating procedures do not conflict with West Piedmont Planning District Commission bylaws herewith.
- M Fiscal Agency The West Piedmont Planning District Commission may serve as Fiscal Agent for its Alliance. The Alliance shall be liable for compliance with the laws of the Commonwealth in all respects, as a subdivision of the West Piedmont Planning District Commission, which itself is a subdivision of the Commonwealth of Virginia.
- N Administrative Agency The West Piedmont Planning District Commission through its Executive Director and staff shall serve in the role of Administrative Agent for the Alliance. Local governing bodies participating in the Alliance and which receive Regional Competitiveness Act reward funding shall be billed at a rate not to exceed 10 percent per annum by the West Piedmont Planning District to cover costs of Alliance operations and administration.
- O Freedom of Information, other Virginia Acts Impending on the Alliance The Alliance is liable for the Virginia Freedom of Information Act, Procurement Act, and those other acts of the Commonwealth of Virginia which generally govern the acts or actions, procedures, and recordings of public bodies.

ARTICLE IX

Amendments

- Section 1 Any proposed amendment to these Bylaws shall be mailed to each member of the COMMISSION at least five days prior to the meeting at which it is to be voted upon. A majority vote of all members of the COMMISSION voting at a regular meeting shall be required to adopt any proposed amendment to the Bylaws.

ARTICLE X

Parliamentary Procedure

- Section 1 Robert's Rules of Order, Revised shall be the parliamentary authority for the conduct of meetings of the COMMISSION, the Executive Committee, Policy Advisory Committee, and the West Piedmont Regional Alliance, in all cases in which such rules apply and where they are not inconsistent with the provisions of the laws of Virginia, the Charter Agreement, and these Bylaws.
- Section 2 During Policy Advisory Committee (or sub-committee) meetings, no action shall be taken with respect to a matter affecting only a particular jurisdiction unless the committee (or sub-committee) representative of that jurisdiction is present or unless he is represented by a proxy or written proxy statement. Matters so tabled shall be reported by the Committee Chairman to the COMMISSION at its next regular meeting. In extreme cases, committees may exercise their own judgment in deviating from this rule.

ARTICLE XI

- Section 1 These Bylaws and any amendments thereto shall be effective immediately upon adoption.

STEP, Inc.
Board of Directors
July 1, 2016 – June 30, 2017

<p style="text-align: center;"><u>President</u></p> <p>Peggy Morrison 74 Pine Bay Drive Union Hall, VA 24176 Home: (540) 576-1217 Cell: (804) 310-5591 Email: pmorri@aol.com Occupation: Retired Represents Private Sector Term Began: 2013</p>	<p style="text-align: center;"><u>Vice President</u></p> <p>Pat Cundiff 125 Center Street Rocky Mount VA 24151 Home: (540) 483-5111 Work: (540) 719-0001 Cell: (540) 493-6150 Email: pat@pacinteriors.com Represents Private Sector Term Began: 2012</p>
<p style="text-align: center;"><u>Secretary/Treasurer</u></p> <p>Angie Austin 4634 Pleasant Hill Road Rocky Mount, VA 24151 Cell: (540) 493-4634 Work: (540) 983-9153 Email: aaustin@memberonefcu.com Occupation: Market Manager, Member One Federal Credit Union Represents Private Sector Term Began: 2015</p>	<p>Charles Wagner 330 Riverview St. Rocky Mount, VA 24151 Home: (540) 483-9109 Cell: (540) 493-9109 Email: mtwagner@embarqmail.com Occupation: Retired; Franklin County Board of Supervisors Represents Public Officials Term Began: 2007</p>
<p>Crystal Harris 763 Ridge Road Woolwine, VA 24185 Home: (276) 930-2127 Cell: (276) 692-8026 Email: dragonfly24185@yahoo.com Occupation: Retired Represents Public Officials Term Began: 2010</p>	<p>Richard Shoemaker 25 Old Furnace Road Rocky Mount, VA 24151 Home: (540) 489-1304 Email: rasgpa1@jetbroadband.com Occupation: Retired Represents Private Sector Term Began: 2014</p>
<p>Cooper Brown Commonwealth Attorney's Office 115 East Court Street Rocky Mount VA 24151 Work: (540) 483-3092 Cell: (540) 420-2113 Email: cooperbrown@franklincountyva.org Occupation: Attorney Represents Public Officials Term Began: 2013</p>	<p>James Goodman 45 Forest Hill Lane Rocky Mount, VA 24151 Cell: (540) 263-8540 Represents Low-Income Community Term Began: 2014</p>

<p>Patti O'Neal 130 Windy Lane, Apt 2 Rocky Mount, VA 24151 Cell: (540) 238-9691 Email: psunshine_50@yahoo.com Occupation: Retired Represents Low-Income Community Term Began: 2012</p>	<p>Mary Trudeau 124 Shameka Lane Rocky Mount, VA 24151 Cell: (540) 358-0492 Email: mytrudeau@gmail.com Occupation: Retired Educator Represents Homeless Individuals/Families Term Began: 2015</p>
<p>Debbie Hamrick 221 Ruritan Road Rocky Mount, VA 24151 Cell: (540) 483-7272 Work: (540) 483-0179 ext 2114 Email: debbie.hamrick@frco.k12.va.us Occupation: Adult & Career Education Coordinator Represents Government Term Began: 2015</p>	<p>Warren Rodgers, Jr. Citizens Against Family Violence 22 E. Church Street, Ste. 300 Martinsville, VA 24112 Work: (276) 403-4084 Cell: Email: wroddgers@citizensagainstfamilyviolence.org Occupation: Executive Director – CAFV Represents Vulnerable Populations in Martinsville/Henry County Term Began: 2015</p>
<p>Kim Adkins P.O. Box 951 Martinsville, VA 24114 Cell: (276) 252-2679 Direct: (276) 403-5961 Email: kim@keaconsultingservices.com Occupation: Executive Director, United Way of Henry County & Martinsville Represents Public Sector Term Began: 2016</p>	<p>Michael Ferguson P.O. Box 91 Ferrum, VA 24088 Cell: (540) 293-3843 Home: (540)-365-0011 Work: (540) 365-4604 Email: MFerguson@ferrum.edu Occupation: Represents Private Sector Term Began: 2016</p>

Department of Planning & Community Development



TO: Franklin County Planning Commission

FROM: Terrance L. Harrington, AICP
Senior Planner

DATE: July 26, 2016

RE: Section 15.2-2232 of the Code of Virginia; Public Facility Compliance Review

Section 15.2-2232 of the Code of Virginia states that whenever a jurisdiction adopts a comprehensive plan, the plan controls the general or approximate location, character and extent of each public feature shown on the plan. Unless a public feature such as “..., a park or other public area, public building or public structure, public utility facility or public service corporation facility is shown on the adopted plan...”, it shall not be constructed, established or authorized, unless and until the general location, character, and extent thereof has been submitted to and approved by the Planning Commission which shall communicate its findings to the governing body.

The proposed APCO 138kV Redwood Subdivision is a public facility that falls under this requirement. Since the proposed substation’s location, and character are not addressed in the adopted Comprehensive Plan, the Commission has an obligation to review the substation proposal to determine if the substation’s location, and character are consistent with the plans overall goals objectives and policies.

The Public Utilities chapter of the plan has the goal to develop and implement a long range countywide utility infrastructure plan which assures equitable level of access for all County citizens, including but not limited to water, sewer, solid waste, telecommunications, **electrical power**, television access, broadband access, and natural gas that supports and complements the County’s long range plan for transportation, residential, commercial and industrial development; and community facilities.

The objective of the Plan is to provide adequate electrical power for the present and future needs of the County in a manner that is compatible with the goals of the Plan and the ability to review future transmission line and substations locations well in advance of construction to ensure compatibility with community growth and visual character.

After review of the application and the comprehensive plan the staff is of the opinion that the proposed utility station (Redwood Station) and associated transmission line tap are in substantially accordance with the 2025 Comprehensive Plan adopted by the Board of Supervisors in May of 2007.

We recommend that the Planning Commission make a finding that the proposed utility station (Redwood Station) and associated transmission line tap are in substantial accordance with the 2025 Comprehensive Plan adopted by the Board of Supervisors in May of 2007.

MEMORANDUM
Case # SPEC-6-16-15384



To: Franklin County Planning Commission
From: Terrance L. Harrington, AICP
Date: July 26, 2016
Tax #s: Tax Parcel # 0530012101
District: Union Hall
Applicant: Appalachian Power Company
Owner: Franklin Real Estate Company

REQUEST

This is a request of Appalachian Power Company seeking approval of a Special Use Permit to allow the construction of a 138kV electric substation (to be known as the Redwood Substation). The proposed substation and associated access drive would be developed on approximately four (4) acres of a 38.136 site located near the intersection of Powells Store Road and Webster Road in the Union Hall District.. The proposed fenced-in pad for the substation will be approximately 1.2 acres.

The proposed substation is part of a system upgrade and will be a replacement for the Glade Hill Substation located on Rt. 40 near the intersection of Byrd's Mill Road. When the proposed Redwood substation is completed and brought on-line, the Glade Hill Substation will be taken off-line, dismantled and the equipment will be removed from the site;

RECOMMENDATION

The staff recommends that the Planning Commission consider and **recommend approval with conditions** of the Special Use Permit for the proposed 138 kV Redwood Substation as requested by the Appalachian Power Company.



BACKGROUND

The applicant has provided information describing the current system design stating that the development of a new substation in this area of the county is necessary to continue to provide reliable electric service in the Rocky Mount, Redwood and Glade Hill areas of Franklin County. The new substation will be connected to an existing 138kv line that is adjacent to the site. Connection will be made via a new 600 foot transmission line tap. (See Application Exhibit 2) The substation upgrade project will also involve replacement of approximately four (4) miles of existing distribution line. The County does not review or exercise zoning authority over such line replacements.

SITE STATISTICS AND SURROUNDING LAND USES

<i>Location:</i>	Vacant property located near the intersection of Powells Store Road and Webster Road
Parcel Zoning	A-1 Agriculture
Parcel/Project Size	38.136 acres/ 4 acres
Existing Land Use:	Vacant – Wooded and Pasture
Topography:	Varied. Proposed site of substation will be approximately 50 feet below the elevation of adjoining roads
Adjoining Zoning:	A-1 Agriculture
Adjoining and Nearby Land Uses:	Vacant Agriculture/Single Family. Closest residence is approximately 700 feet from the proposed location of the substation pad.

PUBLIC UTILITIES

The proposed substation will not require public water, wastewater or natural gas services. Once construction is completed, no employees will be working at the site on a daily basis.



SITE LIGHTING

The applicant is proposing downward directed dusk to dawn security lighting at the substation site. Existing topography, vegetation and distance to surrounding residences will minimize the off-site impact of this lighting.

TRANSPORTATION

Construction access to the site is proposed to be off of Powells Store Road. The same access location will be used for periodic maintenance personnel. VDOT has not yet formally reviewed the access location, but will do so after receiving information on the level of traffic anticipated during construction.

ENVIRONMENTAL

There is an existing stream and possible wetland on the property. Both are located outside the anticipated limits of development. The applicant will undertake the necessary and appropriate geotechnical, archaeological and wetland studies prior to approval of the formal site plan for the project.

PUBLIC COMMENTS

The staff has not received any inquiries or public comments on this request.

ANALYSIS

In planning for this upgrade, the applicant evaluated alternative sites for this new substation. Redevelopment of the existing Glade Hill substation site on Route 40 was considered but rejected due to the small the size of the site, and its proximity to surrounding residences.

Two sites were evaluated in the Powells Store/Webster Road area. The proposed site was chosen due to its large size (38+ acres), and its topography which allows the substation to be located at an elevation significantly below the road. It was also chosen due to its forested character, which will allow the substation pad site to be significantly screened by existing mature vegetation. Evergreen screening is being proposed along a portion of Powells Store Road to partially screen the proposed access road.

RECOMMENDATION:

Staff recommends that the Planning Commission consider and **approve** the special use permit petition as requested by the applicant, with the following conditions:



1. The substation site and proposed access road will be developed in substantial accord with the submitted concept plan titled Redwood 138 kV Substation concept plan dated June 28, 2016, prepared by Earth Environmental and Civil.
2. All site lighting shall be of a downward directed design. No site lighting shall exceed .5 foot candles at any property line
3. VDOT shall approve the location and design of the proposed access road's connection to Powells Store Road prior to commencement of construction.
4. The County shall approve all required site plans, erosion and sediment control plans, and storm water plans prior to commencement of construction.
5. The existing Glade Hill Substation will be dismantled and the equipment will be removed from the site within 18 months of the completion of the system upgrades associated with the proposed Redwood 138 kV substation.



SUGGESTED MOTIONS:

The following suggested motions are sample motions that may be used.

(APPROVE) I find that the proposal will not be of substantial detriment to adjacent property, that the character of the projected future land use of the community will not be adversely impacted, that such use will be in harmony with the purpose and intent of the zoning ordinance and with the public health, safety and general welfare. Therefore I move to recommend approval, with the suggested conditions, of the petitioner's request for a Special Use Permit to allow the construction and operation of a proposed new Redwood 138 kV Substation.

OR

(DENY) I find that the proposal is of substantial detriment to adjacent and surrounding property and that such use will not aid in the creation of a convenient, attractive, or harmonious community. Therefore I move to recommend denial of the request.

OR

(DELAY ACTION) I find that the required information for the submitted petition is incomplete. Therefore I move to delay action until additional necessary materials are submitted to the Planning Commission.

4



A Natural Setting for Opportunity

AGENDA TITLE:

AGENDA DATE: September 20, 2016 **ITEM**
NUMBER:

ACTION:

INFORMATION:

CONSENT AGENDA: YES

ACTION: YES

INFORMATION:

ATTACHMENTS: YES

REVIEWED BY:

BR)

DISCUSSION:

During the recent budget process the Health Department requested total local support of \$372,899 but was only awarded \$370,000 - a difference of \$2,899.

RECOMMENDATION:

Staff respectfully requests the Board of Supervisors allow the Health Department to keep remaining local funds of \$2,899 to help supplement total local funding in fiscal year 2016-2017.

Tudor, Sharon

From: Copenhaver, Vincent
Sent: Thursday, September 08, 2016 9:53 AM
To: Tudor, Sharon
Subject: FW: Year End Settlements

Sharon,

This email can be used as the attachment to the health dept carryover request (if you think we need an attachment)

From: Lovette, Anne (VDH) [<mailto:Anne.Lovette@vdh.virginia.gov>]
Sent: Friday, August 26, 2016 8:49 AM
To: Copenhaver, Vincent
Subject: FW: Year End Settlements

Copy

Respectfully,

Anne Lovette

West Piedmont Health District
Business Manager C
Email: anne.lovette@vdh.virginia.gov
Phone: 276-638-2311 x. 110
Fax: 276-638-3537

This email may contain confidential information that is legally privileged and protected by federal and state law. This information is intended for use only by the individual or entity to whom it is addressed. The authorized recipient is obligated to maintain the information in a safe, secure, and confidential manner. The authorized recipient is prohibited from using this information for purposes other than intended, prohibited from disclosing this information to any other party unless required to do so by law or regulation, and is required to destroy the information after its stated need has been fulfilled.

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From: Lovette, Anne (VDH)
Sent: Thursday, August 18, 2016 10:50 PM
To: 'Copenhaver, Vincent'; 'brent.robertson@franklincountyva.gov'
Subject: Year End Settlements

Good evening gentlemen,

Our year-end settlements are complete and a surplus of \$16,810.80 has been determined for Franklin County for the fiscal year closing 6/30/2016.

The Franklin County Health Department would like to request to carry forward \$2,899 of the surplus funds to off-set the Franklin County funding shortage of \$2,899 for the FY2016-2017?

FY2016-2017 Funding Request	\$372,899.00
FY2016-2017 Funding Award	\$370,000.00
FY2016-2017 Shortage	- 2,899.00
FY2015-2016 Carry Forward	2,899.00
FY2016-2017 Full Funding	0.00

***Please note that a refund of \$13,911.80 would be processed and sent to the Franklin County Administration.

As always, thank you so much for all of your continued support in serving the residents of Henry County.

Respectfully,

Anne Lovette

West Piedmont Health District
Business Manager C
Email: anne.lovette@vdh.virginia.gov
Phone: 276-638-2311 x. 110
Fax: 276-638-3537

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FRANKLIN COUNTY
Board of Supervisors



Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Dive Team truck surplus request	<u>AGENDA DATE:</u> 09/20/2016 <u>ITEM NUMBER:</u>
<u>SUBJECT/PROPOSAL/REQUEST</u> Vehicle surplus/remove vehicle from service	<u>ACTION:</u> Yes <u>INFORMATION:</u>
<u>STRATEGIC PLAN FOCUS AREA:</u>	<u>CONSENT AGENDA:</u> Yes <u>INFORMATION:</u>
<u>STAFF CONTACT(S):</u> Messrs. Robertson, Hatcher,	<u>ATTACHMENTS:</u> <u>REVIEWED BY:</u> BR

BACKGROUND: In 2008, the county purchased a new ambulance for Fork Mountain Rescue Squad that replaced a 1999 Chevrolet 4x4 ambulance assigned to that department. The 1999 Chevrolet was reassigned to the Franklin County Dive Team for use as a support vehicle.

DISCUSSION: The 1999 Chevrolet ambulance that was reassigned to the Franklin County Dive Team was taken out of EMS service in 2008 due to a multitude of reliability issues that plagued the vehicle while it was assigned to front line service. The vehicle was suitable for use as a support vehicle for the dive team since it was not used on a daily basis. The Franklin County Dive Team was mainly comprised of divers from the Franklin County Sheriff's Office and Public Safety agencies. Since 2008, divers have dropped off the team due to retirement and other assignments and the dive team has since been disbanded. Public Safety now uses the Scruggs Dive Team for all underwater search and recovery operations as well as the Virginia State Police and Virginia Dept. of Game & Inland Fisheries dive teams for larger missions that require a large number of divers. Since the Franklin County Dive Team is no longer operational, Public Safety has no use for the vehicle that was assigned to the team and is requesting that the vehicle be sent to surplus. The vehicle to be removed from service is specifically described as a 1999, Chevrolet 3500 diesel, 4x4, ambulance chassis, listed as vehicle number 99CH6604 on the county vehicle inventory. No replacement vehicle is necessary.

RECOMMENDATION: Staff respectfully requests the Board of Supervisors approve the removal from service of the vehicle assigned to the Franklin County Dive Team and send it to surplus property for disposal.

6



AGENDA TITLE:

SUBJECT/PROPOSAL/REQUEST

STRATEGIC PLAN FOCUS AREA:**Goal #**

Action Strategy:

STAFF CONTACT(S):

AGENDA DATE: September 20, 2016 **ITEM**
NUMBER:

ACTION:

INFORMATION:

CONSENT AGENDA: YES

ACTION: YES

INFORMATION:

ATTACHMENTS: YES

REVIEWED BY:

BR

BACKGROUND:

Staff is seeking authorization to solicit bids for the County's Outreach Detention Services and Electronic Monitoring Services.

DISCUSSION:

County staff will advertise the attached proposal during the week of September 19, 2016 and September 26, 2016. Proposals are due back on Friday, October 14, 2016. Staff will present a summary of the bids and recommendation to the Board for their review and award at the next available regularly scheduled Board meeting.

Outreach Detention and Electronic programs provide supervision & intervention of youth before the Court and on supervision to the CSU.

The goal of both programs is to reduce the number of new law violations while awaiting trial, the need for secure detention or other out of home placement, and ensure court appearances for juveniles in the program by providing close monitoring, crisis intervention and referral for services.

RECOMMENDATION:

Staff respectfully requests Board authorization to solicit bids for the County's Outreach Detention Services and Electronic Monitoring Services.



**FRANKLIN COUNTY
BOARD OF SUPERVISORS**

REQUEST FOR PROPOSAL

**OUTREACH DETENTION SERVICES AND
ELECTRONIC MONITORING SERVICES**

September 1, 2016

CONTACTS: SHARON K. TUDOR, MMC, PURCHASING MANAGER

Franklin County, Virginia
Outreach Detention and Electronic Monitoring Services

1.0 GENERAL INFORMATION FORM

DUE DATE: Sealed Proposals will be received until **Friday, October 14, 2016, no later than 4:00PM.** Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: One original and three (3) copies of the proposals should be mailed or hand delivered to:

**Franklin County Purchasing Department
Attn: Sharon K. Tudor, MMC
1255 Franklin Street, Suite 111
Rocky Mount, VA 24151.**

Reference the Due Date and Hour in the lower left corner of the return envelope or package.

1. All questions regarding this RFP must be made in writing. The written questions must be received by the County no later than **5:00 pm, Tuesday, October 11, 2016.**

All questions shall be directed to:

Joyce Green
Court Service Unit Director
Rocky Mount, VA 24151

Tel: (540) 483-3050
Fax: (504) 483-3058
Email: Joyce.Green@djj.virginia.gov

2. All such responses by the County shall become part of the RFP.

3. Oral instructions do not become part of the proposal documents.

Note: The County of Franklin, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2

In Compliance with this Request for Proposal the named party hereby submits a proposal in response to Franklin County to furnish services described in this RFP. The entire proposal, including Technical proposal, Proposal Cover Sheet, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the RFP, constitute the entire proposal.

The party hereby certifies that such is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Franklin County or any person interested in the proposed contract.

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address of Firm:

Date: _____

By: _____
(Signature in Ink by Officer of the Corporation)

Name: _____
(Please Print)

Title: _____

Zip Code _____

Phone: (____) _____

Fax: (____) _____

E-mail: _____

State of Incorporation: _____

State Corporation Commission #: _____

Receipt of the following Addenda are acknowledged:

**Attach a copy of your company's SCC Certificate
and a list of officers**

Addendum No. _____, dated _____
(Please note all addenda's)

(Return this Form)

2.0 INTRODUCTION

Franklin County Juvenile and Domestic Court Services Unit is requesting proposals for The Outreach Detention and Electronic programs which provides supervision & intervention of youth before the Court and on supervision to the CSU.

The goal of the Outreach Detention program is to reduce the number of new law violations while awaiting trial, the need for secure detention or other out of home placement, and ensure court appearances for juveniles in the program by providing close monitoring, crisis intervention and referral for services.

The goal of the Electronic Monitoring Services program is to reduce the number of new law violations while awaiting trial, the need for secure detention or other out of home placement, and ensure court appearances for juveniles in the program by providing close monitoring, crisis intervention and referral for services.

The intent of this Request for Proposal (RFP) is to obtain firm fixed price proposals from firms specializing in technology and services designed to track and monitor offender movement through GPS technology to ensure offender compliance with court-orders. These services may be used as needed by all County agencies, including the Juvenile Court Service Unit (JCSU).

The anticipated number of offenders to be monitored and tracked on a continuous basis may range from one (1) to forty-five (45) Juveniles. However, the County will be under no obligation to maintain a minimum or maximum number of juveniles on the system.

The successful Contractor shall provide the County with all equipment (hardware and software) necessary for the monitoring and tracking services. All Contract services will be performed in accordance with this RFP.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 SCOPE OF SERVICES

A. Outreach Detention Service Description

The program shall have staff visit the client in the home and outside the home through contacts with the school, employer, doctor's notes, drive-by unit etc. Any deviations from the client's approved schedule must be reported to the court as soon as possible. The staff shall also provide crisis intervention and referrals to community agencies on an as needed basis. The caseworker provides services to each client, which helps to ensure that the child remains trouble free and

available to the court. Children's needs are provided for by referral to appropriate others/agencies, in such areas as counseling and guidance, physical and mental health, recreation, and education. All referrals are made with the approval of the Court Service Unit. Juveniles 10-18 years of ages before the 22nd District Court charged with a detainable offense, and who can by court determination, can be supervised by an alternative to secure detention, reside with parent/legal guardian, or a Court approved adult substitute, are non-violent, not a threat to self or others are eligible for placement in the program.

Outreach Program should have 3 face to face monitoring visits during the week and 1 face to face contact on the weekend. The visits should be on random days and times.

B. Electronic Monitoring Service Description

The Electronic Monitoring program shall monitor the client's location using electronic equipment. When the client is outside of the home, the caseworker shall attempt to verify the subject's reported location through contacts with the school, employer, doctor's notes, drive-by unit etc. Any deviations from the client's approved schedule must be reported to the court as soon as possible. The program shall also provide crisis intervention and referrals to community agencies on an as needed basis. The caseworker shall provide services to each client, which help to ensure that the child remains trouble free and available to the court. Children's needs are provided for by referral to appropriate others/agencies, in such areas as counseling and guidance, physical and mental health, recreation, and education. All referrals are made with the approval of the Court Service Unit. Juveniles 10-18 years of ages before the 22nd District Court charged with a detainable offense, and who can by court determination, can be supervised by an alternative to secure detention, reside with parent/legal guardian, or a Court approved adult substitute, are non-violent, not a threat to self or others are eligible for placement in the program..

EM should have two (2) face to face monitoring visits during the week and one (1) face to face on the weekend. The visits should be on random days and times. There also should be an after-hours system beyond the normal 8 a.m. to 5 p.m. work day in place to deal with emergencies and violations of the programs' rules.

There will be the following requirements for the programs:

- Outreach will need 3 face-to-face contacts during the week and one on the weekend.
- EMP will need 2 face-to-face contacts during the week and one on the weekend.
- The staff person has to be available to testify in Court regarding any violations of the programs rules as well as meeting with the Intake Officer to file the Violations.

Monitoring Facility

1. The Contractor shall, at a centrally located Monitoring Facility, receive, store, and disseminate information generated by the monitoring equipment and system, unless Contractor's system does so at the local County level. Any services provided through a subcontractor may be performed at a separate facility provided that they encompass an entire system (e.g., programmed contact system; continuous GPS satellite tracking

system; electronic monitoring system that is transparent to the County case manager in the remote access environment).

2. The Contractor shall maintain a physical facility that meets all applicable federal, state and local regulations (e.g., building codes, fire and safety codes) and will not endanger the health and safety of employees and the community. The Monitoring Facility shall be located at a secure location where access to the Center and all records are restricted only to authorized individuals.
3. Remote Access to Monitoring System: The Contractor shall provide to the County and its case managers a remote and automated capability for accessing the monitoring system to view, print, download, and enter/modify Offender monitoring information (i.e., web-enabled or application).

Note: The remotely accessible system shall have an adequate security infrastructure to prevent unauthorized users from gaining access to offenders' data. The system will have an appropriate security monitoring system at multiple levels (e.g., firewall; database). The security system shall provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for criminal action.

4. Upon the occurrence of any Key Event, the monitoring system shall notify the County case worker using the caseworker's selected options and schedule by voice, text, pager notification, or e-mail (or all of these methods if selected).
5. The Contractor shall maintain a contingency plan for movement to a backup monitoring system within a reasonable amount of time following a system malfunction.

Training

1. The Contractor will coordinate with the County to modify the Training Plan as needed, prepare/provide training materials, and deliver training to all County employees using the Contractor's GPS monitoring services.

2. The Contractor shall provide, without cost to the County, trainings session for the County designated staff members concerning the operation and installation of the monitoring equipment and systems herein specified. This training shall take place in a location(s) convenient for department employees. The training will include written instructions concerning use of the monitoring system and equipment.

3. When requested by the County, the Contractor shall provide additional training as needed to include periodic training scheduled for new County staff, training to update staff on any new enhancements to the Contractor's system or to provide refresher training which will be at a minimum of once per year. The COUNTY will limit such additional training sessions to those situations where the training is required to properly

implement and operate the monitoring program and will not intend to cause unreasonable cost or inconvenience to the Contractor.

4. All on-site and off-site training provided by the Contractor under this Contract (other than the answering of routine questions received over the course of performance) will be coordinated through the County Contract Administrator or designee.

Tools

The Contractor shall provide all necessary tools to install, adjust, and remove the monitoring unit and the transmitter from juveniles.

4.0 FIRM'S RELATIONSHIP TO THE COUNTY

a) Independent Contractor

It is expressly agreed and understood that the Vendor is in all respects an independent contractor as to work and is in no respect any agent, servant, or employee of the County. The contract shall specify the work to be done by the vendor, but the method to accomplish the work shall be the responsibility of the Firm.

b) Subcontracting

The Vendor may subcontract services to be performed hereunder with the prior approval of the County, which approval shall not reasonably be withheld. No such approval will be constructed as making the County a part of, or to, such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the vendor of its liability and obligation under this contract; and despite any such subcontracting the County shall deal through the Vendor, and subcontractors will be dealt with as representatives of the Vendor.

5.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror. The Evaluation Committee will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- a) Ability to meet or exceed all requirements stated in Scope of Services. Any deviation in the requirements shall clearly defined. (30 points)

- b) Adequacy and availability of professional level staffing. Education, knowledge, and related work experience of management staff, customer and technical support staff in providing GPS tracking and monitoring services (5 points)
- c) System malfunction contingency plan back up monitoring system. (5 points)
- d) Ability to provide complete/informational and user-friendly monitoring/tracking reports of offender's movement activities. (10 points)
- e) Credentials and related experience. (10 points)
- f) Cost of services. (35 points)
- g) Compliance with contract Terms and Conditions. (5 pts)

6.0 AWARD PROCEDURES

- a) A selection committee shall review the proposals. The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price.

The County reserves the right to make multiple awards as a result of this solicitation. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

- b) The County reserves the right to reject any or all proposals submitted, and to waive any informality in the proposals. The right is also reserved to award the contract where it appears to be in the best interest of the County.
- c) The County reserves the right to revise or amend this RFP prior to the date set for receipt of the proposals. The date set for receipt of proposals may be changed if deemed necessary by the County. Any revisions and/or amendments will be in the form of an addendum to this RFP.
- d) **RENEWAL OF CONTRACT:** This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

7.0 SUBMISSION OF PROPOSALS FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

- a) The Contractor shall provide information on monitoring system architecture to include the hardware, software, Application and power source(s).
- b) Provide a listing showing professional staffing. Provide resumes of these personnel, in particular showing their related work experience of management staff. Include information regarding your customer and technical support in providing GPS tracking and monitoring services.
- c) Provide documentation showing your company's contingency plan for backup monitoring services.
- d) Provide sample reports including sample invoices
- e) **Firm Credentials and References.** All offerors shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.
- f) Provide breakdown of cost of services. The County would like to see an example of what a monthly bill would be for having thirty (30) units in an active monitoring status and six

(6) units on a shelf status. Please include all costs associated with this operation on the sample invoice.

- g) Compliance with Contractual Terms and Conditions. Either state your acceptance of our contract terms and conditions or describe your variances to our terms and conditions.
- h) Include the equipment specification literature and the warranty information from the manufacturer.

SPECIAL TERMS AND CONDITIONS

BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for (90) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the County's website, www.franklincountyva.gov/Departments/Procurement.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

RENEWAL OF CONTRACT: This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to B-30 Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1

and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

COOPERATIVE PURCHASE: If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, public agencies or institutions within the State of Virginia to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the contractor(s). Franklin County Board of Supervisors is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.

BOARD OF SUPERVISORS
PURCHASING DEPARTMENT

I. GENERAL TERMS AND CONDITIONS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

(1) During the performance of this contract, the contractor agrees as follows:

- A. Nondiscrimination Clause: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Equal Opportunity Employer: The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(2) Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

(3) Drug Free Workplace – During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchange. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more

than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the part of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Franklin County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Copies of insurance certificates shall be submitted with all bids/proposals.

21. Use of Name Brands within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access to Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

II. SPECIAL TERMS AND CONDITIONS

BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for (90) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

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CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

RENEWAL OF CONTRACT: This contract may be renewed by the County for four (4) successive one year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to B-30 Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

COOPERATIVE PURCHASE: If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, public agencies or institutions within the State of Virginia to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the contractor(s). Franklin County Board of Supervisors is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.

FRANKLIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The offeror:

☐ is a corporation or other business entity with the following SCC identification number

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Franklin County reserves the right to determine in its sole discretion whether to allow such waiver):

STATEMENT OF DISCLAIMER

RE: _____ (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Franklin has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: _____

BY: _____

TITLE: _____

Attest:

Secretary

Date

STATE OF _____, To-Wit:

I, the undersigned, a Notary Public in and for the State aforesaid, whose commission as such will expire on the _____ day of _____, 20____, do hereby certify that _____ whose name(s) is/are signed to the foregoing statement bearing date of _____, 20____, this day personally appeared before me in the State aforesaid and acknowledged the same before me.

GIVEN under my hand and seal this _____ day of _____, 20____.

Notary Public

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation



Franklin County
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EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Business Park Phase 1 Design RFP	<u>AGENDA DATE:</u> 9/20/2016	<u>ITEM NUMBER:</u>
<u>SUBJECT/PROPOSAL/REQUEST</u> Request to advertise an RFP to design the first phase of development at the new Business park.	<u>ACTION:</u>	<u>INFORMATION:</u>
<u>STRATEGIC PLAN FOCUS AREA:</u> <u>Goal # 5 – Economic Development Strategy</u> <u>Action Strategy:</u>	<u>CONSENT AGENDA:</u> <u>ACTION:</u>	<u>INFORMATION:</u>
<u>STAFF CONTACT(S):</u> Messrs. Robertson, Burnette	<u>ATTACHMENTS:</u>	
	<u>REVIEWED BY:</u> BR	

BACKGROUND:

For a number of years, Franklin County has worked on the creation of a new business park to handle economic development needs for decades to come. The Board of Supervisors has purchased nearly 550 acres of property on US 2 North for the new park and has drafted a master plan to direct development of the park. This master plan lays out the proper sequence of development activity to get the park operational and marketable to new businesses as soon as possible. To move forward, a contract should be awarded to an engineering firm to design and prepare bid documents for the first phase of the park's development.

DISCUSSION:


Due to the master plan recommendations and the needs of a current prospect, Franklin County needs to move forward as quickly as possible to design and construct the required roads, infrastructure, and pad grading necessary to accomplish the Board's desire to make the park usable to new business entrants. Staff believes that a Request for Proposals (RFP) should be advertised for design and construction bid management for the first phase of the business park's development. This first phase would include design of the main access road into the park (NR-1), the grading of the North Region 1 land bay and associated regional stormwater facilities, and working with utility providers on extensions of utilities to the land bay. Utility providers include AEP, WVWA, Roanoke Gas, and area fiber providers. Moving forward with an RFP at this time will allow design to be completed before the 2017 construction season and prior to many grant funding deadlines that typically happen in early spring and need detailed plans to apply. Funding for Business Park Phase One Design would come from the capital improvements budget through account 300-032-0106-3002.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors approve the advertisement of an RFP for Business Park Phase One design and construction bid management services. Once such proposals have been properly advertised, received, and vetted, a recommendation will be brought back to the Board for award consideration.



EXECUTIVE SUMMARY

AGENDA TITLE: Stream Credit Bank Design contract	AGENDA DATE: 9/20/2016	ITEM NUMBER:
SUBJECT/PROPOSAL/REQUEST Award of contract to design of a stream credit bank for Franklin County	ACTION: YES	INFORMATION:
STRATEGIC PLAN FOCUS AREA: Goal # 5 – Economic Development Strategy Action Strategy:	CONSENT AGENDA: ACTION:	INFORMATION:
STAFF CONTACT(S): Messrs. Robertson, Whitlow, Burnette, Chapman, Smith, Sandy	ATTACHMENTS: REVIEWED BY: 	

BACKGROUND:

Franklin County is currently working to develop approximately 550 acres on Route 220 North for a new business park. As part of this development, it is anticipated that a number of streams and a small amount of wetlands will be impacted. This impact would normally necessitate the County purchasing stream credits on the open market which could easily add up to millions in costs to Franklin County. Instead, the County has been looking at the creation of its own stream credits, called a stream credits bank, for mitigating impacts rather than purchasing credits elsewhere. By creating its own bank, Franklin County can use those credits for its own project, a strategy that will drastically cut the cost of business park development. Additionally, if there are credits left over after the business park project, they can be used to mitigate stream and wetlands impacts on other future County projects. To accomplish the creation of stream credits, County-owned property would need to be put into a conservation easement and dedicated to this purpose around streams on the property. Fortunately, the County-owned Smith Farm has a number of eligible streams that could be protected for use in the creation of a bank. The Smith Farm is also deed restricted to usage for recreation and education so putting some areas around the properties streams into permanent conservation will not negatively impact the County future use of the land for recreational purposes. To ensure that needed space is not made useable through the stream conservation easements, a master plan has been completed for the Smith Farm that takes the stream preservations into account. Thus, the Smith Farm is the perfect place to utilize for the stream credits bank that could potentially save taxpayers millions of dollars.

DISCUSSION:

The County recently advertised a Request for Proposals looking for a firm to provide guidance and options for the development of stream credits at the Smith Farm to be used to offset the costs of stream and wetlands impacts at the new business park. Two firms responded to this RFP and were interviewed by a staff committee. The Committee recommends the Timmons Group as the recipient of the design contract for the stream credits bank. If approved by the Board, Timmons would provide due diligence for the County in determining which of several available options would be the most effective in the way a stream credits bank can be set up. The consultants will also advise the County on how to create the chosen bank alternative and would assist and guide the County through those tangible actions. Funding for the Stream Bank Design contract would come from the capital improvements budget through account 300-032-0106-3002.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors approve the contract with Timmons Group for the development of a stream credits bank for Franklin County.



EXECUTIVE SUMMARY

AGENDA TITLE: New Business Park Event Center and Recreation Area Design

SUBJECT/PROPOSAL/REQUEST

Authorize gathering quotes to do detail design of event center and recreation areas at the new business park

STRATEGIC PLAN FOCUS AREA:

Goal # 5 – Economic Development Strategy

Action Strategy:

STAFF CONTACT(S):

Messrs. Robertson, Burnette

AGENDA DATE: 9/20/2016

ITEM NUMBER:

ACTION:

INFORMATION:

CONSENT AGENDA:

ACTION:

INFORMATION:

ATTACHMENTS:

REVIEWED BY: *BR*

BACKGROUND:

Franklin County is currently working to develop approximately 550 acres on Route 220 North for a new business park. A key part of the Board's vision for this business park is to incorporate a number of "quality of life" components that will serve existing citizens and be attractive to new businesses. Two main features of this strategy are the inclusion of a large recreation area on the south side of Brick Church Road and an event center/tourist welcome center/agricultural heritage/retail/commercial area on the north side of Brick Church Road at the former Southway Farm complex. The recently drafted Master Plan for the park does a good job of generally locating these amenities and making broad conclusions on cost. However, as the County begins making applications for grants and works with potential entrants to these areas, a much more detailed plan is required.

DISCUSSION:

County staff has reviewed these needs and looked at how best to address them as quickly, efficiently, and professionally as possible. For this reason, Staff recommends moving forward with getting quotes through the current Occasional Engineering Services contracts to perform the needed work. The design work could be split into two contracts, one for the recreation area and one for the event center area, or one firm could handle both aspects. Once Staff is able to finalize quotes and scopes of work, potential design contracts will be brought back to the Board. Funding for design work would come from the capital improvements budget through account 300-032-0106-3002. If approved by the Board, Staff will move to execute contracts with the chosen firm(s) and will immediately begin the design of these two spaces.

RECOMMENDATION:

Staff respectfully requests that the Board of Supervisors authorize Staff to gather quotes for the above-described work.

TOWN OF ROCKY MOUNT
345 DONALD AVE.
ROCKY MOUNT, VIRGINIA 24151

540.483.7660
FAX : 540.483.8830

E-MAIL: MHANKINS@ROCKYMOUNTVA.ORG
WWW.ROCKYMOUNTVA.ORG



TOWN COUNCIL
STEVEN C. ANGLE, MAYOR
GREGORY B. WALKER, VICE MAYOR

BOBBY M. CUNDIFF BOBBY L. MOYER
P. ANN LOVE JON W. SNEAD
BILLIE W. STOCKTON

MATTHEW C. HANKINS
Assistant Town Manager
Director, Community Development

MEMORANDUM

To: Chairman Brubaker
Members of the Franklin County Board of Supervisors
Brent Robertson, County Administrator

From: Matthew C. Hankins
Assistant Town Manager
Chairman, First Responders Memorial Commission

Date: September 13, 2016

Re: Affirming commitment to creation of First Responders Memorial

The First Responders Memorial Commission is composed of representatives of the Town, County, fire & rescue, and public safety.

The Commission started in 2011 and arose from the unfortunate deaths of Posey Dillon & Danny Altice in 2010. Members of the commission include me, Supervisor Charles Wagner, former Rocky Mount Fire Chief Charlie Robertson, Public Safety Director Darryl Hatcher and former Rocky Mount Fire Department Auxiliary President B.W. Wright.

Our mission is to create a lasting monument to local first responders who have lost their lives in the line of duty. State and local police, sheriff's deputies, fire and EMS responders who have sacrificed their lives to service within the county, its towns or Ferrum College are eligible for inclusion on the monument.

The commissioners have a largely complete design for a monument, and I will have a model to show you during my presentation.

The commission has designated a location, space approved by Rocky Mount Town Council this past spring for this purpose on town-owned land next to the Rocky Mount Fire Department.

We have criteria setting forth who may be honored on the monument.

The commission has a fairly complete list of names of those who qualify to be on the monument, and space set aside for those we may lose in the future.

We have a general concept of the site layout, and a plan for funding development of a memorial park around the memorial.

To date, we have \$27,707.24 pledged to this effort: \$10,000 each from the Town and the County, and \$7,707.24 remaining from the Lights For Life campaign. We will be doing further fundraising from major donors and intend to include the opportunity

for other first responders to be honored for their service with bricks, similar to Veterans Park.

I am here today to ask you to reaffirm your commitment of the initial \$10,000, or more if you so desire.

The Town of Rocky Mount has reaffirmed its commitment to the project. If the Board is still committed to this project, the Commission will finalize design and costs this fall.

Town Public Works crews will prepare the site, and the memorial will be installed at grade next year, with the park to be developed around it as fundraising permits. Estimates for completion of the park range up to \$220,000, although we expect to bring it in lower than that. Any excess funds raised will go toward ongoing maintenance of the park and memorial.

Anyone who has questions about the memorial or the names to be included may contact me at my office, 483-0907. The same goes for anyone who desires to make donations to the project; the Town will serve as the fiscal agent for this project, and donations from the public are tax-deductible.





Franklin County

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RESOLUTION

Declaring October 1, 2016 as Law Enforcement Day in FRANKLIN COUNTY

WHEREAS, the people of the County of Franklin have a long history demonstrating respect for the importance of police in maintaining the rule of law, peaceful life and public safety within our community and surrounding jurisdictions; and

WHEREAS, the County of Franklin is proud of the fine police officers, administrators and support personnel of the Franklin County Sheriff's Department who patrol, secure and serve the citizens of the County; and

WHEREAS, the residents of the County of Franklin also receive law enforcement services and protection from the Franklin County Sheriff's Office and the Virginia State Police; and

WHEREAS, the Retail Merchants Association of Franklin County is sponsoring Law Enforcement Day at the Dorothy R. Cundiff Farmers Market at Citizen Square on Saturday, October 1, 2016, to recognize and honor local police, sheriff's officers and corrections personnel; and

WHEREAS, the Franklin County Board of Supervisors, hereby wish to communicate to the law enforcement community on behalf of our residents the gratitude, respect, honor and trust we have for our law enforcement officers, administrators, corrections officers and support personnel who continue to make our lives and property safe, secure and protected;

NOW, THEREFORE, BE IT RESOLVED this 20th day of September, 2016, that the Franklin County Board of Supervisors, Rocky Mount, Virginia, assembled in regular session, does hereby declare and proclaim the 1st day of October 1, 2016, to be Law Enforcement Day in the County of Franklin , and do call its observance to the attention of our grateful residents.

Given under my hand this 20th day of September, 2016:

E. Cline Brubaker, Chairman

Attest: Sharon K. Tudor, MMC, Clerk



FRANKLIN COUNTY
Board of Supervisors



Franklin County
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EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Jamison Mill Park at Philpott Lake	<u>AGENDA DATE:</u> September 20, 2016	<u>ITEM NUMBER:</u>
<u>SUBJECT/PROPOSAL/REQUEST</u> Jamison Mill Park - County Lease Negotiation	<u>ACTION:</u>	
<u>STAFF CONTACT(S):</u> Robertson, Whitlow, Burnette, Chapman	<u>CONSENT AGENDA:</u> YES	
	<u>ACTION:</u>	
	<u>ATTACHMENTS:</u>	
	<u>REVIEWED BY:</u> <i>BR</i>	

BACKGROUND:

The United States Army Corps of Engineers (USACE) owns and manages Jamison Mill Park. The entrance bridge to the park is an overflow style that creates a safety concern whenever the region is under a storm event, which usually plugs the culverts with debris and sends everything over the road. The USACE has tried numerous approaches to replacing the entrance bridge for many years. The USACE has been unable to install the bridge and the park has been closed for approximately two years. On August 16, 2016 the USACE approached the Board with a request for the County to assume the responsibility of Jamison Mill Park. The USACE shared that they are now able and will soon install a new entrance bridge, however Rocky Rockwell of the USACE noted that Philpott Lake management is under increasing pressure to close Jamison Mill Park due to operating cost restraints. The USACE stated that the temporary closure could likely become permanent unless the County conveys its intent to assume responsibility for the park through a long term lease for operations and maintenance.

DISCUSSION

During last month's Board meeting, staff shared preliminary cost estimates for the County reopening and operating Jamison Mill Park with the assumption that the USACE replaces the bridge and repairs the road. Staff estimates that it will cost \$99,769 to open and operate the park for the first year. This figure includes \$48,000 in initial capital and \$51,769 in operating expenses. Please note these are preliminary estimates, whereby the County has not completed formal engineering, structural, mechanical, or environmental assessments on the property and therefore, such costs could change. Furthermore, the preliminary estimates do not include

operating costs for future years or any future park improvements such as campground expansion, boat launch improvements, major repairs, etc.

If the Board wishes to proceed with the USACE's proposal, then staff will need the Board's approval to enter into negotiations with the Army Corps of Engineers and coordinate the terms of a lease agreement. Once a formal lease is negotiated and drafted, such document would need to be approved by the Board before being executed. Once such lease is approved, capital and operational funding for the new park will need to be re-programmed or programmed into the County budget for either the current fiscal year (FY'16-17) or next fiscal year (FY '17-'18) depending on the lease execution date with the USACE.

RECOMMENDATION:


Staff respectfully requests the Board of Supervisors to submit a letter of intent to negotiate a lease with the United States Army Corps of Engineers for the long term operations and maintenance of Jamison Mill Park on Philpott Lake.

FRANKLIN COUNTY
Board of Supervisors



Franklin County
A Natural Setting for Opportunity

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> SMART Scale (formerly House Bill 2) Projects for 2018-2023 Six-Year Improvement Program Priorities	<u>AGENDA DATE:</u> 9/20/16	<u>ITEM NUMBER:</u>
	<u>ACTION:</u> Yes	<u>INFORMATION:</u>
<u>SUBJECT/PROPOSAL/REQUEST:</u> SMART Scale Project for FY 2018-2023 Six-Year Improvement Program	<u>CONSENT AGENDA:</u> <u>ACTION:</u> No	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u> Yes	
<u>STAFF CONTACT(S):</u> Sandy and Cooper	<u>REVIEWED BY:</u> 	

BACKGROUND:

On July 16, 2016, the Board of Supervisors authorized staff to submit two potential projects as pre-applications for SMART Scale (formerly House Bill 2). Staff proposed projects for Southway (New Business Park) and improvements to the intersection of Route 670 (Burnt Chimney Road) and Route 834 (Brooks Mill Road).

Funding for project prioritization comes from two main pathways; the construction District Grants Program (DGP) and the High-Priority Projects Program (HPPP). Both funding programs were established in 2015 under the Code of Virginia Section 33.2-358. Projects applying for the DGP funds compete with other projects from the same construction district. Projects applying for HPPP funds compete with projects from across the Commonwealth. A project sponsor may request funding under both programs based on their eligibility.

Applications for funding through Smart Scale must relate to projects located within the boundaries of the qualifying entity.

- Corridors of Statewide Significance
- Regional Networks
- Urban Development Areas
- Or localities are eligible to submit projects addressing a safety need identified in VTrans 2040 under the construction District Grant monies.

DISCUSSION:

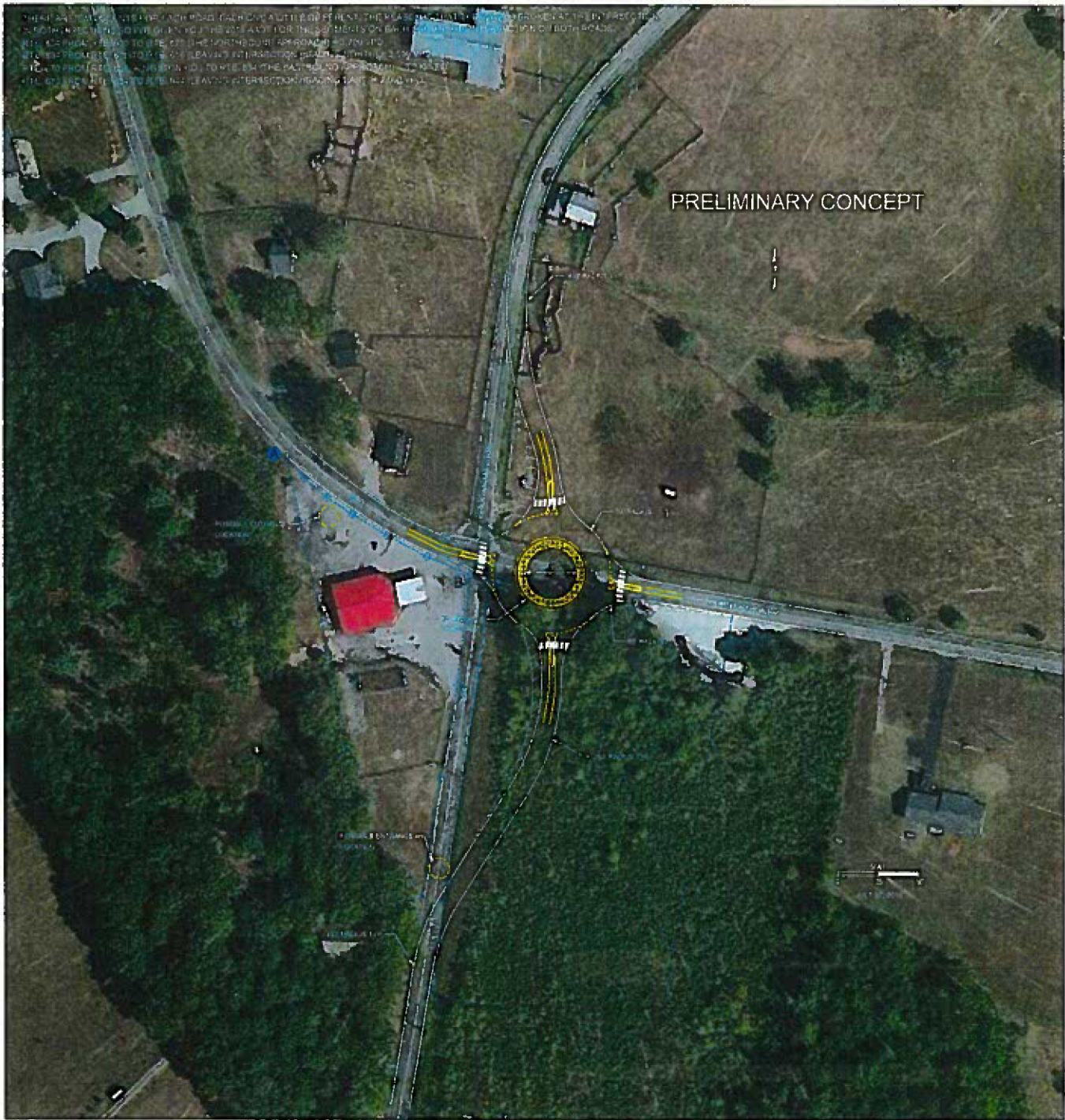
Both County and VDOT staff have been working together to present the best proposed projects for this year's FY 2018-2023 SMART Scale applications.

County and VDOT staff have identified two projects for this year's funding:

1. Southway (Business Park) for both HPPP and DGP funding. SMART Scale project will be a new road (identified as SR-2 and SR-3 on attached conceptual plan) constructed parallel to Route 220 connecting the two new entrance roads into the park. The intersection of this new road with Brick Church Road is proposed to restrict eastbound traffic on Brick Church Road from accessing Route 220. Traffic headed east on Brick Church would be required to use one of the proposed new business park roads paralleling Route 220 and enter Route 220 at one of the two proposed new entrances. This restriction is proposed to reduce congestion and improve safety by reducing the number of vehicles accessing the Brick Church Road/Route 220 intersection. County will apply for Economic Development Access Funds to construct one or both entrances (identified as NR-1 and SR-1 on attached conceptual plan) on Route 220 and the main roads into the park.
2. Intersection of Route 670 (Burnt Chimney Road) and Route 834 (Brooks Mill Road) for DGP funding. The proposed improvements are the realignment of Route 834 (Brooks Mill Road) on the north and south sides of the intersection and the realignment of the intersection of Route 670 (Burnt Chimney Road) and Route 834 (Brooks Mill Road) with a roundabout east of the existing intersection. This improvement is designed to improve safety and traffic flow at this intersection. (See sketch attached.)

RECOMMENDATION:

Staff respectfully requests the Board of Supervisors authorize by resolution the submittal of two (2) applications for SMART Scale; for the new Business Park (Southway) and the intersection of Route 670 (Burnt Chimney Road) and Route 834 (Brook Mill Road) for FY 2018-2023. The deadline for application submittals is September 30, 2016.







The slide features a blue and white mountain range graphic at the top. Below the graphic, the word "Overview" is centered in a bold, black serif font. Underneath, there is a bulleted list of four items: "Identifying the problem", "Background", "Virginia Localities Pursuing Broadband", and "Next Steps". The list is in a black serif font. At the bottom right of the slide is the Franklin County logo and tagline, identical to the one on the title slide.

Overview

- Identifying the problem
- Background
- Virginia Localities Pursuing Broadband
- Next Steps

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Background

- Franklin County has been active in advocating broadband accessibility throughout the 21st century.
- In 2006, the Board of Supervisors chose to let private sector vendors utilize their expertise in expanding broadband access throughout Franklin County.
 - Recently, accessibility has tapered.



Franklin County
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More Background: A Double-edged Sword

- **What makes Franklin County a great place to live are reasons why progress has leveled off.**

Quality of Life Benefits

- Scenic views
- “Room to Roam”

Barriers to Expanding Broadband Accessibility

- Rugged terrain increases infrastructure costs (costly supply)
- Low population density (lower demand)

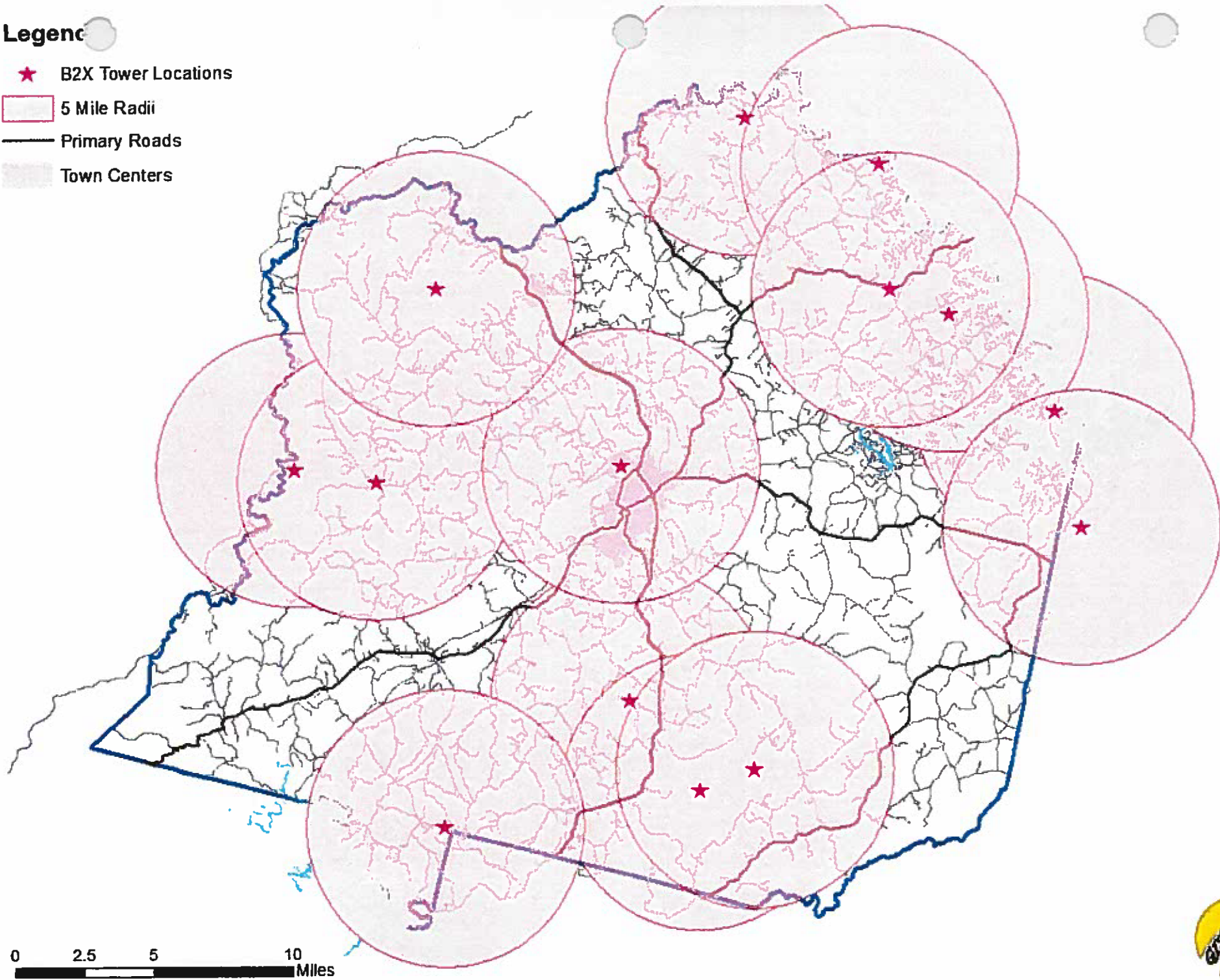


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Franklin County Broadband and Mobile Coverage Maps

Legend

- ★ B2X Tower Locations
- 5 Mile Radii
- Primary Roads
- Town Centers



Legend



Cell Towers



Three Mile Buffer

N



0 2.5 5 10 Miles



Franklin County: Mid-Atlantic Broadband Coop. Route

Legend

Mid-Atlantic Broadband

Link 7

Link 16

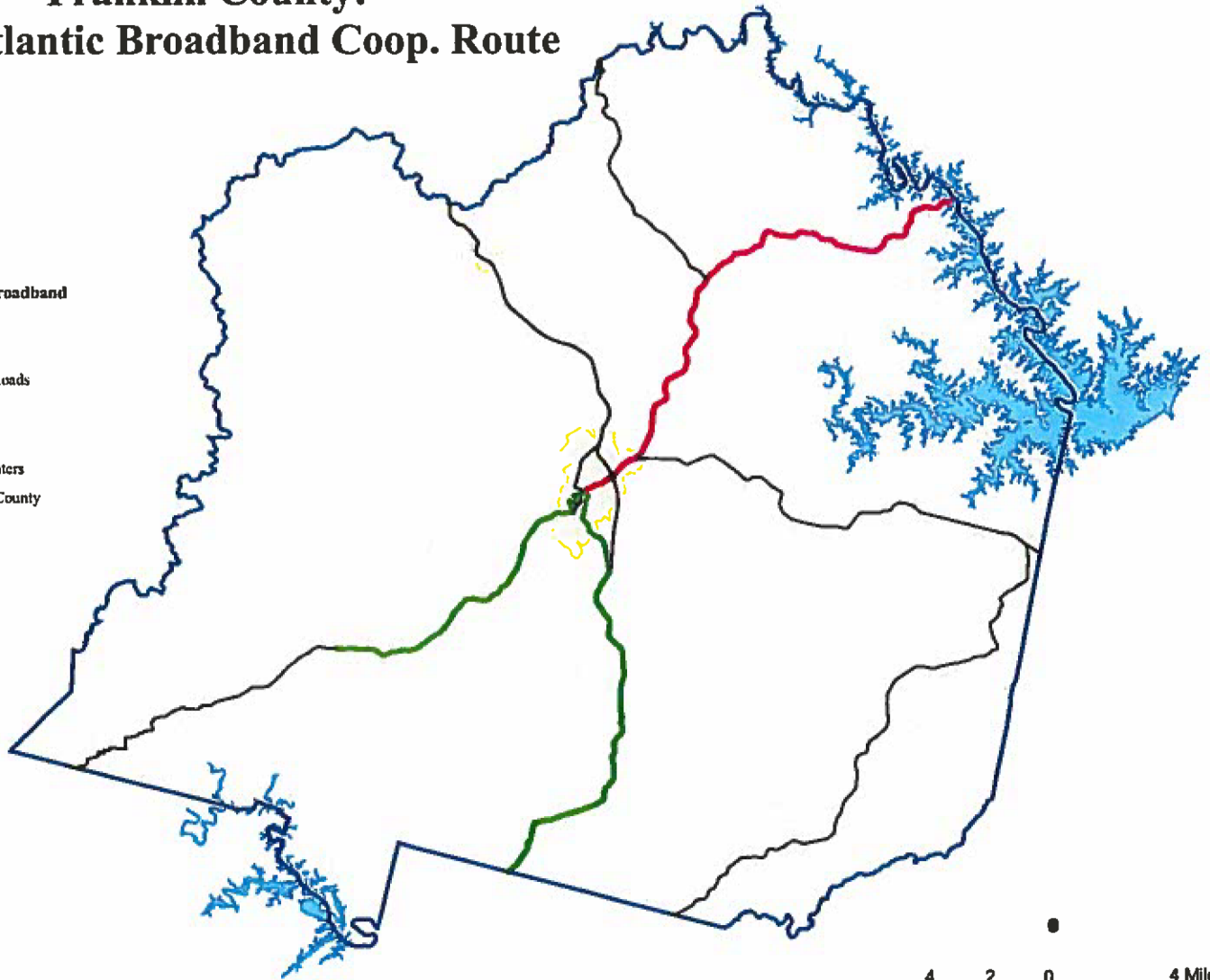
Primary Roads

Roads

Lakes

Town Centers

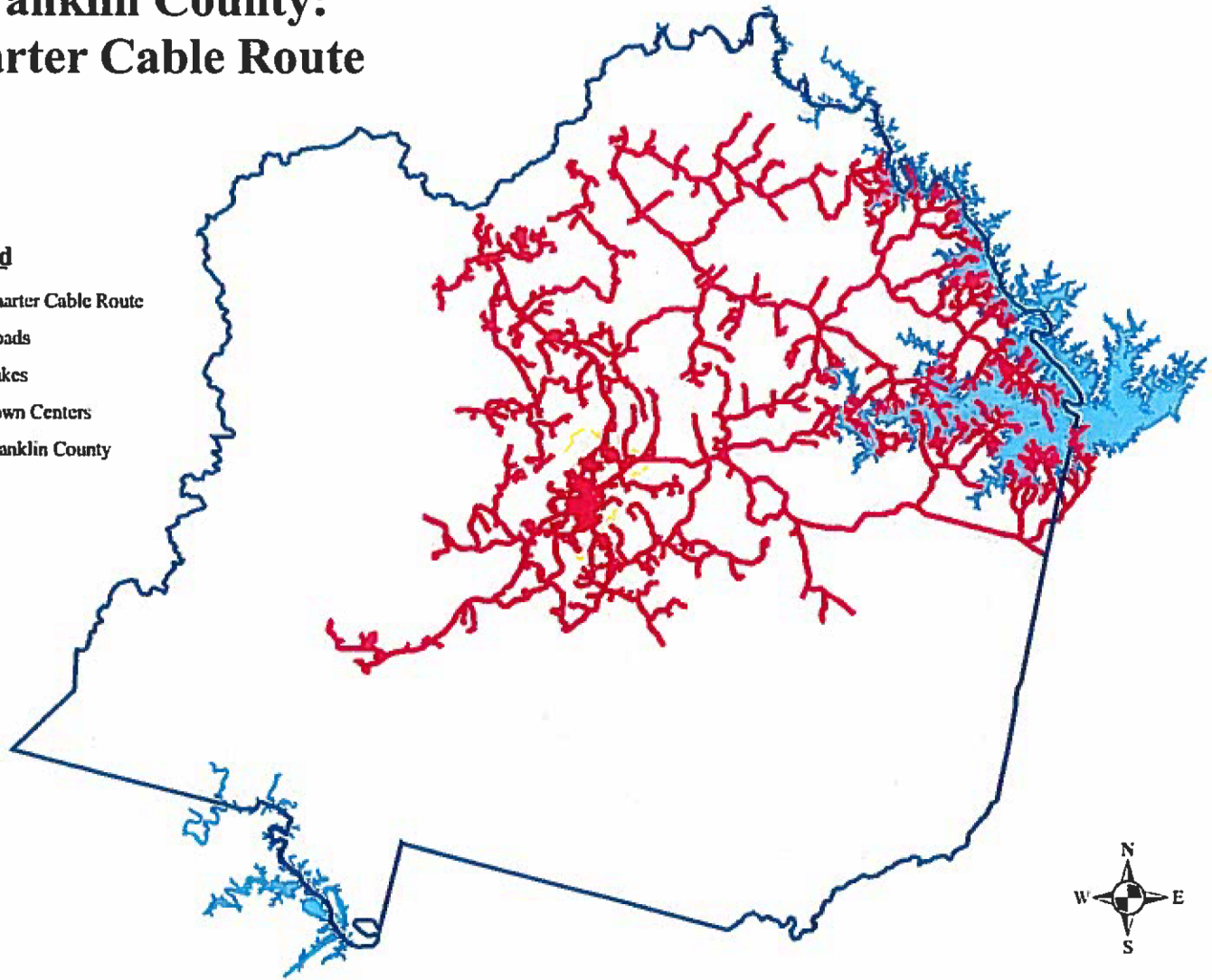
Franklin County



Franklin County: Charter Cable Route

Legend

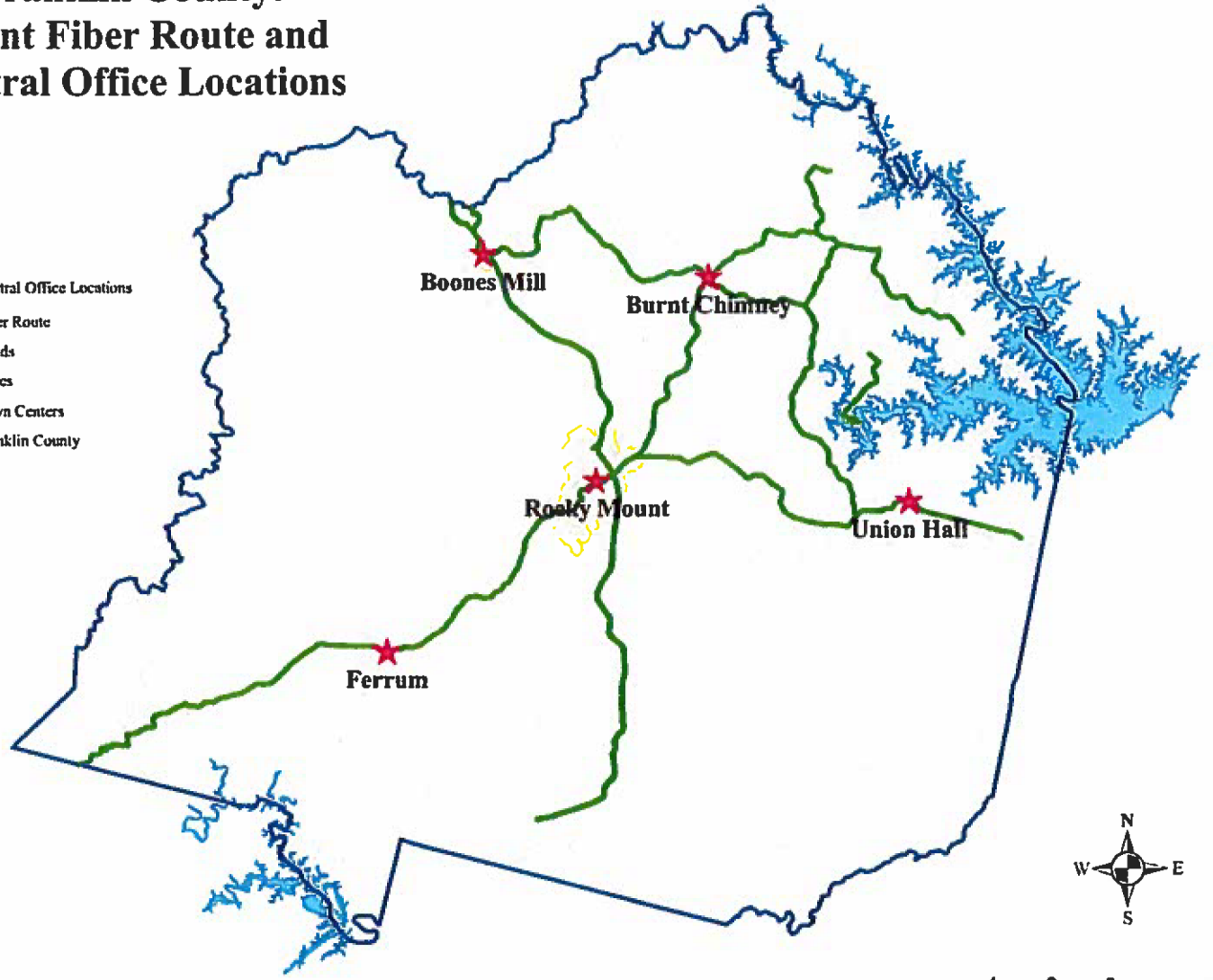
- Charter Cable Route
- Roads
- Lakes
- Town Centers
- Franklin County



Franklin County: Sprint Fiber Route and Central Office Locations

Legend

- ★ Central Office Locations
- Fiber Route
- Roads
- Lakes
- Town Centers
- Franklin County





EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Western Virginia Regional Industrial Facility Authority – Amended and Restated Agreement</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u></p> <p><u>STRATEGIC PLAN FOCUS AREA:</u> <u>Goal #</u> <u>Action Strategy:</u></p> <p><u>STAFF CONTACT(S):</u> Mrs. Robertson</p>	<p><u>AGENDA DATE:</u> September 20, 2016</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u></p> <p><u>ATTACHMENTS:</u> Yes</p> <p><u>REVIEWED BY:</u> BR</p> <p><u>ITEM NUMBER:</u></p> <p><u>INFORMATION:</u></p>
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BACKGROUND:

The governing bodies of Botetourt County, Franklin County, the City of Roanoke, the City of Salem, the Town of Vinton and Roanoke County adopted ordinances creating the Western Regional Industrial Facility Authority. Franklin County's resolution #01-10-2013 was adopted on October 2, 2013. This resolution authorized the execution of an agreement which establishes the respective rights and obligations of the member localities consistent with the provisions of Section 15.2-6400 *et seq.* of the 1950 Code of Virginia, as amended.

DISCUSSION:

The member localities of the Western Regional Industrial Facility Authority desire to amend and restate the original Agreement which created the Authority. The "Amended and Restated Agreement" does not change the intended purpose of the original Agreement, but serves to clarify and expand certain language.

The most notable and substantive of these proposed revisions are detailed as follows:

1. Article III: Section 2: Clarifies that the Authority is nonprofit and that no part of its earnings, after obligations shall inure to the benefit of any individual, firm or corporations and that if the Authority dissolves, the funds and property will vest in the Member Localities.

2. Article IV: Deletes the requirement that a Member Locality's board member be a resident of the appointing

Member Locality.

3. Article VI: Expands the description of Participations Agreements, limiting liability of the Participation Agreements to the member localities who actually enter into the actual agreement. The addition more fully describes that the Authority may finance economic development projects with bonds, and the language more fully defines "Project Based Financing" in support of a particular Project obligating only member localities engaged in the particular Participation Agreement.
4. Article VIII: The Act allows for Revenue Sharing Agreements between the member localities. The original Agreement required a *unanimous* consent of the vote of the governing bodies of the Member Localities participating in the Revenue Sharing Agreement, while the Act only requires a *majority* consent of the governing body. The change in the Amended and Restated Agreement reverts back to the majority consent language required by the Act.

The proposed changes to the original agreement have been reviewed by Mr. Jefferson, County Attorney, for his approval.

RECOMMENDATION:

Staff recommends the Board of Supervisors approve the Western Virginia Regional Industrial Facility Authority – Amended and Restated Agreement as presented.

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF ROANOKE
COUNTY, VIRGINIA, HELD AT THE ROANOKE COUNTY ADMINISTRATION
CENTER, TUESDAY, SEPTEMBER 13, 2016

**ORDINANCE REITERATING FINDINGS AS TO THE WESTERN
VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY AND
AUTHORIZING EXECUTION OF FIRST AMENDED AND RESTATED
AGREEMENT CREATING SUCH AUTHORITY**

WHEREAS, pursuant to the Virginia Regional Industrial Facilities Act, Chapter 64 of Title 15.2 of the Code of Virginia of 1950, as amended (the "Act") the governing bodies of Botetourt County, Franklin County, Roanoke County, the City of Roanoke, the City of Salem and the Town of Vinton (the "Member Localities") each adopted an ordinance for the creation of the Western Virginia Regional Industrial Facility Authority (the "Authority") in order to enhance the economic base of each such locality through the developing, owning and operating of one or more facilities on a cooperative basis; and

WHEREAS, pursuant to the Act such ordinances were filed with the Secretary of the Commonwealth and the Secretary of the Commonwealth has issued his certificate as to such filing; and

WHEREAS, such ordinances also authorized the execution of an agreement establishing the respective rights and obligations of the Member Localities with respect to the Authority consistent with the provisions of the Act (the "Original Agreement") which Original Agreement was duly executed on behalf of each Member Locality and was entitled "Agreement Creating the Western Virginia Regional Industrial Facility Authority"; and

WHEREAS, each Member Locality desires to amend and restate the Original Agreement to clarify and amend the Original Agreement in accordance with the

attached First Amended and Restated Agreement Creating the Western Virginia Regional Industrial Facility Authority (the "Amended and Restated Agreement"); and

WHEREAS, the Act defines facilities as including real estate and improvements for manufacturing, warehousing, distribution, office or other industrial, residential, recreational or commercial purposes.

THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF ROANOKE COUNTY, VIRGINIA AS FOLLOWS:

1. It is reiterated that the name of the Authority is the Western Virginia Regional Industrial Facility Authority.
2. It is reiterated that the member localities of the Authority are Botetourt County, Franklin County, Roanoke County, the City of Roanoke, the City of Salem and the Town of Vinton.
3. It is reiterated that the economic growth and development of the County of Roanoke and the comfort, convenience and welfare of its citizens require the development of facilities as defined in the Act and that joint action through a regional industrial facility authority by the Member Localities will facilitate the development of the needed facilities.
4. The County Administrator is authorized to execute the First Amended and Restated Agreement establishing the respective rights and obligations of the Member Localities with respect to the Authority consistent with the purposes of the Act in substantially the form

attached hereto and to take any other actions confirming the creation of the Authority.